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) November 7, 2016

LEGGETT & PLATT, INCORPORATED
(Exact name of registrant as specified in its charter)

Missouri	**001-07845**	**44-0324630**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

No. 1 Leggett Road, Carthage, MO	**64836**
(Address of principal executive offices)	**(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))

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

Please see Item 7.01 Regulation FD Disclosure "*Revised Segment Structure*" below regarding the re-naming of the Company's segments and change in segment composition, each to be effective January 1, 2017.

Change in Executive Officers

On November 7, 2016, as part of the Company's succession planning, in an ongoing effort to reduce cost and optimize its reporting structure and in anticipation of the future retirement of Jack D. Crusa, the Company's Senior Vice President, President – Industrial Materials & Specialized Products, the Company informed Mr. Crusa that, effective January 1, 2017, his duties will be reduced such that he will no longer serve as an executive officer of the Company, or as segment head for the Industrial Materials (to be re-named Industrial Products) or Specialized Products segments. Mr. Crusa will report to Perry E. Davis (as described below) and it is anticipated that he will continue to serve the Company as Senior Vice President – Operations in a transition period until such time he retires. His retirement date has not yet been determined.

Effective January 1, 2017, Perry E. Davis, the Company's Senior Vice President, President – Residential Furnishings, will retain his role as segment head of the Residential Furnishings (to be re-named Residential Products) segment and also will assume Mr. Crusa's role as segment head of the Industrial Products segment. Mr. Davis' title will change to Executive Vice President, President – Residential Products & Industrial Products. On November 7, 2016, the Compensation Committee of the Board (the "Committee") increased Mr. Davis' annual base salary from $385,000 to $425,000. This salary change will be effective November 13, 2016.

Effective January 1, 2017, J. Mitchell Dolloff, the Company's Senior Vice President, President – Specialized Products, will serve the Company as head of the Specialized Products segment and will also assume the role as segment head of the Commercial Products (to be re-named Furniture Products) segment. Mr. Dolloff's title will change to Executive Vice President, President – Specialized Products & Furniture Products. As part of the Company's succession planning, in an ongoing effort to reduce cost and optimize its reporting structure and in anticipation of the future retirement of Dennis S. Park, the Company's Senior Vice President, President – Commercial Products, the Company informed Mr. Park that, effective January 1, 2017, his duties will be reduced such that he will no longer serve as an executive officer of the Company or segment head of Commercial Products. Mr. Park will report to Mr. Dolloff and it is expected that he will continue to serve the Company as Senior Vice President – Operations in a transition period until such time he retires. His retirement date has not yet been determined.

Amendment to Form of Performance Stock Unit Award

On November 7, 2016, the Committee revised the award documents ("PSU Form of Award") associated with the Company's grant of Performance Stock Units ("PSUs"). It is expected that PSUs will be granted under the revised PSU Form of Award in 2017 to Karl G. Glassman (CEO), Matthew C. Flanigan (CFO), Perry E. Davis (current SVP, President – Residential Furnishings), Jack D. Crusa (current SVP, President – Industrial Materials & Specialized Products) and other executives of the Company. The PSU Form of Award provides that PSUs vest at the end of a 3-year performance period ("Performance Period"), 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. The PSU Form of Award was revised to:

1. **Include Methodology to Determine Number of PSUs Granted**. The number of PSUs to be granted is determined by multiplying the executive's current annual base salary by his or her respective award multiple (set by senior management and approved by the Committee) and dividing this amount by the average closing price of the Company's common stock for the 10 business days following the prior year's third quarter earnings release. This is the same methodology that historically has been used by the Company to determine the base number of PSUs to grant to each executive. It has now been expressly added to the PSU Form of Award.

2. **Modify Tax Withholding Provision**. The Company no longer has the discretion to allow the executive the option to pay applicable taxes due on the stock portion of the payout in cash instead of shares if the executive made suitable arrangements with the Company prior to the payout of the award.

Under the PSU Form of Award, TSR is calculated as (Stock Price at End of Period – Stock Price at Beginning of Period + Reinvested Dividends) / Stock Price at Beginning of Period). At the beginning of the Performance Period, the executive is granted a base award of a certain number of PSUs (as described above). The PSU awards will pay out at a percentage of the base award depending on the Company's TSR rank within the peer group at the end of the Performance Period. The payout percentage ranges from 0% for performance below the 25th percentile to 175% for performance at or above the 75th percentile, as illustrated below.

PAYOUT SCHEDULE

Percentile Rank of L&P TSR	Payout% of the Base Award
25%	25%
30%	35%
35%	45%
40%	55%
45%	65%
50%	75%
55%	95%
60%	115%
65%	135%
70%	155%
75%	175%

Payouts will be interpolated for percentile ranks falling between the levels shown.

Thirty-five percent (35%) of the vested PSU award will be paid out in cash and the Company intends to pay out the remaining sixty-five percent (65%) in shares of the Company's common stock, although the Company reserves the right to pay up to one hundred percent (100%) in cash. The awards will be paid following the end of 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.

The PSUs will 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. If the separation of service is due to retirement, death, or disability, the executive will receive a number of shares following the end of the Performance Period which are prorated for the number of days during the Performance Period prior to termination. Also, in the event of disability, the PSUs will continue to vest for 18 months after disability begins.

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 175% payout. The PSU award contains a non-competition covenant for two years after payout, where, if violated, the executive must repay to the Company any gain from the award. Also, if within 24 months of payment, the Company is required to restate previously reported financial statements, the executive must repay any amounts paid in excess of the amount that would have been paid based on the restated financials.

The PSU awards are expected to be granted under the Company's Flexible Stock Plan, amended and restated, effective May 5, 2015, filed March 25, 2015 as Appendix A to the Company's Definitive Proxy Statement for the

Annual Meeting of Shareholders. The foregoing is only a summary of the terms and conditions of the PSU Form of Award and is qualified in its entirety by reference to the PSU Form of Award attached hereto and incorporated by reference herein as Exhibit 10.1. All future awards of PSUs are expected to be made pursuant to the attached PSU Form of Award. If the terms and conditions of future grants are materially changed, the Company will make a subsequent filing of the updated form at that time.

Amendment to Form of Profitable Growth Incentive Award

On November 7, 2016, the Committee revised the award documents ("PGI Form of Award") associated with the Company's grant of growth performance stock units ("GPSUs") awarded under the Company's Profitable Growth Incentive ("PGI"). It is expected that GPSUs will be granted under the revised PGI Form of Award in 2017 to Karl G. Glassman (CEO), Matthew C. Flanigan (CFO), Perry E. Davis (current SVP, President – Residential Furnishings), Jack D. Crusa (current SVP – Industrial Materials & Specialized Products) and other executives of the Company. The number of GPSUs that will vest depends upon the Revenue Growth and EBITDA Margin of the Company or applicable business unit at the end of a 2-year performance period ("Performance Period"). The PGI Form of Award was revised to:

1. **Include Methodology for Setting EBITDA Margin Targets**. The earnings before interest, taxes, depreciation and amortization ("EBITDA") margin target for the Company or applicable business units is based upon the prior three-year cumulative EBITDA margin for the Company or applicable business units. The threshold for payout begins at 1 percentage point less than the three-year average which is represented on the below payout matrix as "X". This is the same methodology that historically has been used by the Company to set the EBITDA margin targets applicable to any particular executive. It has now been expressly added to the PGI Form of Award.

2. **Include Methodology for Setting Revenue Growth Targets**. The threshold target for Revenue Growth for the Company or applicable business units is based on the "Forecast GDP Growth" for the Company or applicable business units as determined by the weighted average GDP growth forecast for the Performance Period calculated from data published (in January in the first year in the Performance Period) in the International Monetary Fund's *World Economic Outlook Update*, and weighted according to the Company's or applicable business units' revenue originating from the United States, Euro Area, China, Canada and Mexico. The Forecast GDP Growth percentage is represented as "Y" on the payout matrix below. This is the same methodology that historically has been used by the Company to set the Revenue Growth threshold target on the matrix for any particular executive. It has now been expressly added to the PGI Form of Award.

3. **Clarify Changed Responsibilities During Performance Period**. If the executive's responsibilities shift to a different set of business units due to a job transfer or a corporate restructuring during the Performance Period, then the Revenue Growth and EBITDA margin targets and results will be calculated on the business units identified in the original award for the year prior to the change, and on the new set of business units in the year of change, and the subsequent year, if applicable. The payout percentage will be the weighted average of the results.

4. **Modify Tax Withholding Provision**. The Company no longer has the discretion to allow the executive the option to pay applicable taxes due on the stock portion of the payout in cash instead of shares if the executive made suitable arrangements with the Company prior to the payout of the award.

The executive is granted a number of GPSUs determined by multiplying the executive's current annual base salary by an award multiple (set by senior management and approved by the Committee), and dividing this amount by the average closing price of our common stock for the 10 business days immediately following the date of our fourth quarter earnings release. The percentage of GPSUs that will ultimately vest will range from 0% to 250% of the number granted according to the payout schedule as shown below.

EBITDA Margin	Award Payout Percentage								
X+7%	0%	250%	250%	250%	250%	250%	250%	250%	250%
X+6%	0%	213%	250%	250%	250%	250%	250%	250%	250%
X+5%	0%	175%	213%	250%	250%	250%	250%	250%	250%
X+4%	0%	138%	175%	213%	250%	250%	250%	250%	250%
X+3%	0%	100%	138%	175%	213%	250%	250%	250%	250%
X+2%	0%	75%	100%	138%	175%	213%	250%	250%	250%
X+1%	0%	50%	75%	100%	138%	175%	213%	250%	250%
X%	0%	25%	50%	75%	100%	138%	175%	213%	250%
<X%	0%	0%	0%	0%	0%	0%	0%	0%	0%
	<Y%	Y%	Y+1%	Y+2%	Y+3%	Y+4%	Y+5%	Y+6%	Y+7%
	Revenue Growth								

Definitions of EBITDA Margin and Revenue Growth can be found in the PGI Form of Award. Payouts will be interpolated for achievement falling between the target levels shown above. The percentage of Revenue Growth achieved will be increased or decreased based on the difference between Forecasted GDP Growth minus actual GDP growth of the Company within the Performance Period, but this adjustment will only be made if the difference is greater than plus or minus 1%.

Fifty percent (50%) of the vested GPSUs will be paid out in cash, and the Company intends to pay out the remaining fifty percent (50%) in shares of the Company's common stock, although the Company reserves the right to pay up to one hundred percent (100%) in cash. The awards will be paid following the end of the Performance Period. Cash will be paid equal to the number of vested GPSUs 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 GPSUs. Both the amount of cash paid and number of shares issued will be reduced for applicable tax withholding. GPSUs may not be transferred, assigned, pledged or otherwise encumbered, and have no voting or dividend rights.

The GPSUs will 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 GPSUs vest, they are immediately forfeited. If the separation of service is due to retirement, death or disability, the executive will receive a number of shares following the end of the Performance Period which are prorated for the number of days during the Performance Period prior to termination. Also, in the event of disability, the GPSUs will continue to vest for 18 months after disability begins. Under certain circumstances, if a change in control of the Company occurs and the executive's employment is terminated, the GPSUs will vest and the executive will receive a 250% payout.

The PGI Form of Award contains a non-competition covenant for two years after payout, where, if violated, the executive must repay to the Company any gain from the Award. Also, if within 24 months of payment, the Company is required to restate previously reported financial statements, the executive must repay any amounts paid in excess of the amount that would have been paid based on the restated financials.

The GPSU awards are expected to be granted under the Company's Flexible Stock Plan, amended and restated, effective May 5, 2015, filed March 25, 2015 as Appendix A to the Company's Definitive Proxy Statement for the Annual Meeting of Shareholders. The foregoing is only a summary of the terms and conditions of the PGI Form of Award and is qualified in its entirety by reference to the PGI Form of Award attached hereto and incorporated by reference herein as Exhibit 10.2. All future awards of GPSUs under the PGI Program are expected to be made pursuant to the attached PGI Form of Award. If the terms and conditions of future grants are materially changed, the Company will make a subsequent filing of the updated form at that time.

Item 7.01 Regulation FD Disclosure.

Revised Segment Structure

Our reportable segments are the same as our operating segments, which also correspond with our management organizational structure. In conjunction with the change in executive officer leadership, our management organizational structure and all related internal reporting will change effective January 1, 2017. As a result, the composition of our four segments will also change to reflect the new structure beginning January 1, 2017. The modified structure will be the same as currently organized except (i) the Home Furniture Group will move from Residential Products to Furniture Products, and (ii) the Machinery Group will move from Specialized Products to Residential Products. The 10 business groups and 17 business units will be organized as follows:

Residential Products Segment
(currently Residential Furnishings)

BEDDING GROUP
- U.S. Spring
- International Spring

FABRIC & CARPET CUSHION GROUP
- Fabric Converting
- Geo Components
- Carpet Cushion

MACHINERY GROUP
- Machinery

Industrial Products Segment
(currently Industrial Materials)

WIRE GROUP
- Drawn Wire
- Wire Products
- Steel Rod

Furniture Products Segment
(currently Commercial Products)

WORK FURNITURE GROUP
- Work Furniture

HOME FURNITURE GROUP
- Furniture Hardware
- Seating & Distribution

CONSUMER PRODUCTS GROUP
- Fashion Bed
- Adjustable Bed

Specialized Products Segment

AUTOMOTIVE GROUP
- Automotive

AEROSPACE PRODUCTS GROUP
- Aerospace Products

CVP GROUP
- Commercial Vehicle Products

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1*	2017 Form of Performance Stock Unit Award Agreement
10.2*	2017 Form of Profitable Growth Incentive Award Agreement
10.3	Flexible Stock Plan, amended and restated, effective as of May 5, 2015, filed March 25, 2015 as Appendix A to the Company's Proxy Statement, is incorporated by reference. (SEC File No. 001-07845)

* Filed with this Form 8-K

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: November 10, 2016

By: /s/ Scott S. Douglas

Scott S. Douglas
Senior Vice President, General Counsel and Secretary

EXHIBIT INDEX

Exhibit No.	Description
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* Filed with this Form 8-K

Exhibit 10.1

2017 FORM OF PERFORMANCE STOCK UNIT AWARD AGREEMENT
[3-Year Performance Period]

[Name]

Congratulations! On __________, [2017], 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 – Performance Stock Unit Award ([2017-2019])* (the *"Terms and Conditions"*).

You have been granted a base award of [______] Performance Stock Units. 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 business days following the [2016] third quarter earnings release.

A percentage of your base award will vest on December 31, [2019] and will be paid out in a combination of cash and shares of the Company's common stock, as described in the Terms and Conditions, by March 15, [2020].

As described in the Terms and Conditions, the payout you ultimately receive from this Award depends on the Company's Total Shareholder Return compared to our Peer Group during the [2017-2019] Performance Period. A percentage of your base award will vest (ranging from 0% to 175%), according to the schedule below.

Percentile Rank of L&P TSR	Payout % of Your Base Award
25%	25%
30%	35%
35%	45%
40%	55%
45%	65%
50%	75%
55%	95%
60%	115%
65%	135%
70%	155%
75%	175%

By signing below, you confirm that you understand and agree that this Award of Performance Stock Units is granted subject to the Terms and Conditions and the Plan, and that the Terms and Conditions are included in this Agreement by reference. 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: ________________________

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.

PERFORMANCE STOCK UNIT TERMS AND CONDITIONS
[2017-2019]

1. *Performance Period and Payout Percentage*. 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, [2017] and ending December 31, [2019] (the *"Performance Period"*). The Company's Total Shareholder Return (*"TSR"*) during the Performance Period will be compared to the TSR of similar companies (the *"Peer Group"*). The Peer Group includes all the companies in the Industrial, Consumer Discretionary and Materials sectors of the S&P 500 and the S&P 400. TSR is calculated as follows and assumes dividends are reinvested on the ex-dividend date:

$$\frac{\text{Stock Price at End of Period} - \text{Stock Price at Beginning of Period} + \text{Reinvested Dividends}}{\text{Stock Price at Beginning of Period}}$$

Depending on how the Company's TSR ranks within the Peer Group at the end of the Performance Period, you will earn from 0% to 175% of your base award, rounded to the nearest whole share (the *"Payout Percentage"*).

If the Company's TSR during the Performance Period is equal to or greater than that of 75% of the Peer Group, your Award will pay out at 175% of the base award. If the Company's TSR falls at the 50th percentile of the Peer Group, you will receive 75% of the base award. For performance at the 25th percentile, you will receive 25% of your base award. No payout will be earned under your Award if the Company does not meet the 25th percentile threshold. Additional payouts are shown in the chart below. Payouts will be interpolated for TSR falling between the levels shown.

Percentile Rank of L&P TSR	Payout % of Your Base Award
25%	25%
30%	35%
35%	45%
40%	55%
45%	65%
50%	75%
55%	95%
60%	115%
65%	135%
70%	155%
75%	175%

2. *Vesting of Award and Form of Payout*. With the exception of early vesting for circumstances described in Sections 3 and 4, this Award will vest on December 31, [2019] (the *"Vesting Date"*), as described in Section 1. Thirty-five percent (35%) of your vested Award will be paid out in cash, and the Company intends to pay out the remaining sixty-five percent (65%) in shares of the Company's common stock, although the Company reserves the right to pay up to one hundred percent (100%) of the vested Award in cash. The portion of the Award that is paid in cash is referred to as the *"Cash Portion,"* and the portion of the Award that is paid in shares of the Company's common stock is referred to as the *"Stock Portion."* 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, [2020]

(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 4 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 7.

3. *Termination of Employment*.

a. Except as provided in Section 3(b) and Section 4, 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 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), death, or Disability (as defined below), you will receive a pro rata number of shares following the end of the Performance Period which are prorated for the number of days during the Performance Period prior to your termination.

"Retirement" means you voluntarily quit (*i*) on or after age 65, or (*ii*) on or after age 55 if you have at least 20 years of service with the Company or any company or division acquired by the Company.

"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; provided, however, the Award shall continue to vest for 18 months after Disability begins.

c. 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.

4. *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, then the Company (or its successor) will issue to you 175% 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 material injury to the Company or (ii) results in a material 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.

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 12 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 4(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 4 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.

5. *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.

6. *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.

7. *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.

8. *Noncompetition*. For two years 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 of the Company or its subsidiaries or affiliates (collectively, the *"Companies"*) relating to any Competitive Activity, or (*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. *"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 as an employee, consultant or agent.

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.

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.

9. *Repayment of Awards*. If, within 24 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.

10. *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.

11. *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.

12. *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 Agreement 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 Agreement. As used in the Award Agreement, *"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 Agreement by operation of law.

13. *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 intended to comply with the requirements of Section 162(m) of the Internal Revenue Code for performance-based compensation.

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.

Exhibit 10.2

2017 FORM OF PROFITABLE GROWTH INCENTIVE AWARD AGREEMENT
[2-Year Performance Period]

[Name],

Congratulations! On __________, [2017], Leggett & Platt, Incorporated (the *"Company"*) granted you a Profitable Growth Incentive Award (the *"Award"*) under the Company's Flexible Stock Plan (the *"Plan"*). The Award is granted subject to the enclosed Terms and Conditions – Profitable Growth Incentive ([2017-2018]) (the *"Terms and Conditions"*).

You have been granted a base Award of [__________] growth performance stock units (*"GPSUs"*). The number of GPSUs 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 business days following the [2016] fourth quarter earnings release.

A percentage of your base Award will vest on December 31, [2018] and will be paid out in a combination of cash and shares of the Company's common stock by March 15, [2019]. Fifty percent of your vested Award will be paid out in cash, and the Company intends to pay out the remaining 50% in shares of the Company's common stock.

As described in the Terms and Conditions, the payout you ultimately receive from this Award depends on **[the Company's] [the __________ Segment's] [the __________ Business Unit's, etc.]** EBITDA Margin and Revenue Growth during the [2017-2018] Performance Period.

A percentage of your base Award will vest (ranging from 0% to 250%), according to the schedule below:

EBITDA Margin	Award Payout Percentage								
X+7%	0%	250%	250%	250%	250%	250%	250%	250%	250%
X+6%	0%	213%	250%	250%	250%	250%	250%	250%	250%
X+5%	0%	175%	213%	250%	250%	250%	250%	250%	250%
X+4%	0%	138%	175%	213%	250%	250%	250%	250%	250%
X+3%	0%	100%	138%	175%	213%	250%	250%	250%	250%
X+2%	0%	75%	100%	138%	175%	213%	250%	250%	250%
X+1%	0%	50%	75%	100%	138%	175%	213%	250%	250%
X%	0%	25%	50%	75%	100%	138%	175%	213%	250%
<X%	0%	0%	0%	0%	0%	0%	0%	0%	0%
	<Y%	Y%	Y+1%	Y+2%	Y+3%	Y+4%	Y+5%	Y+6%	Y+7%
	Revenue Growth								

By signing below, you confirm that you understand and agree that this Award is granted subject to the Terms and Conditions and the Plan, and that the Terms and Conditions are included in this Agreement by reference. 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: ______________

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.

PROFITABLE GROWTH INCENTIVE TERMS AND CONDITIONS
[2017-2018]

1. *Performance Period*. Your payout under this Profitable Growth Incentive Award (the "*Award*") will depend on (*i*) the base award of growth performance stock units ("*GPSUs*") shown on your Award Agreement and (*ii*) the Company's or applicable Business Units' performance during the two-year period beginning January 1, [2017] and ending December 31, [2018] (the "*Performance Period*").

2. *Payout Percentage*. Your Award Agreement sets forth your Revenue Growth and EBITDA Margin targets for the Company or applicable Business Units during the Performance Period. Based upon this performance matrix, you can earn up to 250% of your base Award (the "*Payout Percentage*"). No payout will be earned if either or both of the Revenue Growth or the EBITDA Margin thresholds are not met. Payouts will be interpolated for achievement falling between the target levels shown in the Award Agreement.

   A. EBITDA Margin for the Company or applicable Business Units is their cumulative Earnings before Interest, Taxes, Depreciation and Amortization (EBITDA) over the Performance Period divided by the total Revenue over the Performance Period. EBITDA Margin targets are based upon the prior 3-year cumulative EBITDA margin for the Company or applicable Business Units. The EBITDA Margin payout threshold is one step below this 3-year average on the payout matrix, and the threshold is set 1.0% less than the 3-year average. The EBITDA Margin payout increments above the 3-year average are set at 1.0% intervals, up to the maximum 250% payout.

   B. Revenue Growth will be the compound annual growth rate ("*CAGR*") of the total revenue for the Company or applicable Business Units in the second fiscal year of the Performance Period compared to the Base Year Revenue. "*Base Year Revenue*" is the total revenue of the Company or applicable Business Units in the fiscal year immediately preceding the Performance Period. The threshold Revenue Growth targets are based upon the "*Forecast GDP Growth*" for the Company or applicable Business Units as determined by the weighted average GDP growth forecast for [2017-2018] calculated from data published in the International Monetary Fund's January [2017] *World Economic Outlook Update* and weighted according to the Company's or applicable Business Units' revenue originating from the United States, Euro Area, China, Canada and Mexico. The Revenue Growth payout increments above this threshold are set at 1.0% intervals, up to the maximum 250% payout.

   C. Weighted GDP Collar. In determining the Revenue Growth for the Company or applicable Business Units during the Performance Period, the percentage of Revenue Growth will be adjusted by the difference (positive or negative) between the Forecast GDP Growth for the Company minus the Actual GDP Growth for the Company, but such adjustment will be made only if the difference is greater than ±1.0%. The "*Forecast GDP Growth*" for the Company is ____.____%, based on the weighted average GDP growth forecast for the United States (____% weighting), Euro Area (____%), China (____%), Canada (____%) and Mexico (____%). "*Actual GDP Growth*" is the weighted average GDP growth for [2017-2018] calculated from data published in the International Monetary Fund's January [2019] *World Economic Outlook Update* (or, in the event such publication is unavailable, a reasonable substitute report) for the same geographies and using the same weighting.

   D. Adjustments. The calculations for Revenue Growth and EBITDA Margin will include results from businesses acquired during the Performance Period. Revenue Growth and EBITDA Margin will exclude results for any businesses divested during the Performance Period, and the divested businesses' revenue will also be deducted from Base Year Revenue. EBITDA Margin will exclude (i) results from non-operating branches and (ii) with respect to Business Units, all amounts relating to corporate allocations. EBITDA results 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 Note T to the financial statements in the Company's [2016] 10-K; (iii) that are unusual in nature or infrequent in occurrence; (iv) related to the disposal of a segment of a business; or (v) related to a change in accounting principle.

E. Reassignments. If, during the Performance Period, your responsibilities shift to a different set of Business Units due to a job transfer or a corporate restructuring (either circumstance, a "*Reassignment*"), your Award will be reallocated as follows:

(i)You will have Revenue Growth and EBITDA Margin targets and results calculated for any full calendar year(s) during the Performance Period completed prior to the Reassignment based upon the Business Units identified in your original Award Agreement.

(ii) You will have Revenue Growth and EBITDA Margin targets and results calculated for the calendar year in which the Reassignment occurs, and any subsequent calendar year(s) during the Performance Period, based upon the Business Units for which you are responsible following the Reassignment.

(iii)Your Payout Percentage will be the weighted average of the results calculated under paragraphs (i) and (ii).

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, [2018] (the "*Vesting Date*"), as described in Section 1. Fifty percent (50%) of your vested Award will be paid out in cash, and the Company intends to pay out the remaining fifty percent (50%) in shares of the Company's common stock, although the Company reserves the right to pay up to one hundred percent (100%) of the vested Award in cash. The portion of the Award that is paid in cash is referred to as the "*Cash Portion*," and the portion of the Award that is paid in shares of the Company's common stock is referred to as the "*Stock Portion*." 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, [2019] (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 GPSU 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 in Control if Section 5 applies) times the number of vested GPSUs 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) 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), death, or Disability (as defined below), you will receive a number of shares following the end of the Performance Period which are prorated for the number of days during the Performance Period prior to your termination.

"Retirement" means you voluntarily quit (*i*) on or after age 65, or (*ii*) on or after age 55 if you have at least 20 years of service with the Company or any company or division acquired by the Company.

"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; provided, however, the Award shall continue to vest for 18 months after Disability begins.

c. 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. <u>*Change in Control*</u>. 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) or (ii) by you for Good Reason, then the Company (or its successor) will issue to you 250% 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. <u>*Termination by Company for Cause*</u>. 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 material injury to the Company or (ii) results in a material 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.

b. *Termination by Employee for Good Reason*. You may terminate your employment for *"Good Reason"* following a Change in Control 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 this Section 5 is 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 Award 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 Award until the shares have been issued. You will not have the right to vote the shares or receive any dividends that may be paid on the 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 on the Payout Date plus the dollar value of the Cash Portion of the Award. 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. *__Noncompetition__*. For two years 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 of the Company or its subsidiaries or affiliates (collectively, the *"Companies"*) relating to any Competitive Activity, or (*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. *"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 as an employee, consultant or agent.

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.

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 you.

10. *Repayment of Awards*. If, within 24 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.

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.

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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 Agreement 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 Agreement. As used in the Award Agreement, *"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 Agreement by operation of law.

14. *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 intended to comply with the requirements of Section 162(m) of the Internal Revenue Code for performance-based compensation. The Award is also intended to comply with Section 409A of the Internal Revenue Code and shall be construed consistent with that intent.

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.