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 4, 2019

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))

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

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

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

Emerging growth company ☐

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

Item 1.01 Entry into a Material Definitive Agreement.

On November 5, 2019, the Company entered into an indemnification agreement with its newly elected Board member, Mary Campbell, as discussed below. Substantially similar agreements are already in place with the Company's other directors and executive officers. The form of the indemnification agreement was approved by the Company's shareholders on May 7, 1986.

Pursuant to the agreements, the Company has agreed to indemnify and hold harmless the directors and executive officers against all expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement to the fullest extent permitted or authorized by applicable law. For this purpose, "applicable law" generally means Section 351.355 of the General and Business Corporation Law of the State of Missouri, including any amendments since May 7, 1986, but only to the extent such amendment permits the Company to provide broader indemnification rights. In addition, the Company has agreed to further indemnify and hold harmless the director and executive officer who was or is a party or is threatened to be made a party to any proceeding, including any proceeding by or in the right of the Company, by reason of the fact that the person is or was a director, officer, employee or agent of the Company, or is or was serving at the request or on the behalf of the Company as a director, officer, employee or agent of another enterprise, or by reason of anything done or not done by him or her in any such capacities.

However, under these agreements, the Company will not provide indemnification: (i) for amounts indemnified by the Company outside of the agreement or paid pursuant to insurance; (ii) in respect of remuneration paid to the person if determined finally that such remuneration was in violation of law; (iii) on account of any suit for any accounting of profits pursuant to Section 16(b) of the Securities Exchange Act of 1934 or similar provisions of any federal, state or local law; (iv) on account of the person's conduct which is finally adjudged to have been knowingly fraudulent, deliberately dishonest or willful misconduct; or (v) if a final adjudication shall determine that such indemnification is not lawful.

The indemnification agreements require the Company, with certain exceptions, to purchase and maintain director and officer insurance. Also, at the request of the director or executive officer, the Company is obligated to advance expenses (including attorneys' fees) in defending any proceeding. However, if it is determined that the person is not entitled to be indemnified, the person must repay the Company all amounts advanced, or the appropriate portion thereof.

The above disclosure is only a brief description of the indemnification agreement and is qualified in its entirety by the Form of Indemnification Agreement which is attached as Exhibit 10.11 to the Company's Form 10-K filed on March 28, 2002, and is incorporated herein by reference.

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

Board and Management Changes

On November 5, 2019, the Board of Directors approved the following Board and Management changes. For disclosure regarding segment changes, see "Revised Segment Structure" below.

Board Changes		
Karl G. Glassman	• Appointed Chairman	Mr. Glassman, a management director since 2002, will succeed R. Ted Enloe, III as Chairman, effective January 1, 2020, and will continue to serve the Company as Chief Executive Officer.
R. Ted Enloe, III	• Appointed Lead Director • Ceases to be Chairman	Mr. Enloe, an independent director since 1969 and Chairman since 2016, will become Lead Director, effective January 1, 2020.

J. Mitchell Dolloff	• Elected Director	Mr. Dolloff, age 53, was appointed a management director of the Company, effective January 1, 2020. Mr. Dolloff will also become President and Chief Operating Officer and President – Bedding Products, effective January 1, 2020. He has served the Company as Executive Vice President – Chief Operating Officer since January 1, 2019; President – Specialized Products & Furniture Products since 2017; Senior Vice President and President of Specialized Products from 2016 to 2017; Vice President and President of the Automotive Group from 2014 to 2015; President of Automotive Asia from 2011 to 2013; Vice President of Specialized Products from 2009 to 2013; and in various other capacities for the Company since 2000. Mr. Dolloff holds a law degree and a MBA from Vanderbilt University. As the Company's President and Chief Operating Officer, Mr. Dolloff will provide in-depth operational knowledge to the Board and will complement the Board's oversight and strategy roles as those plans are implemented throughout the Company around the world.
Mary Campbell	• Elected Director	Ms. Campbell, age 52, was appointed an independent director of the Company, effective November 5, 2019. Ms. Campbell was appointed Chief Merchandising Officer of Qurate Retail Group and Chief Commerce Officer of QVC US, in 2018. Qurate Retail Group is comprised of eight leading retail brands including QVC, HSN and Zulily and is a leader in video commerce, a top-10 ecommerce retailer, and a leader in mobile and social commerce. During her more than 20 years with the company, Ms. Campbell held various leadership positions across the Merchandising, Planning and Commerce Platforms functions. Most recently, and prior to her current position, she served Qurate Retail Group as Chief Merchandising and Interactive Officer in 2018 and as Chief Interactive Experience Officer from 2017 to 2018. She also served as Executive Vice President, Commerce Platforms for QVC from 2014 to 2017. Ms. Campbell holds a bachelor's degree in psychology from Central Connecticut State University. Through her positions at Qurate Retail Group and QVC, Ms. Campbell has extensive knowledge in consumer driven product innovation, marketing and brand building, and traditional and new media platforms, and leading teams for long term growth and evolution.

Management Changes

Karl G. Glassman	• Ceases to be President of the Company (*continues as Chairman & CEO*)	Mr. Glassman, age 61, will cease to be President of the Company as of January 1, 2020. He will become Chairman of the Board and continue to serve as Chief Executive Officer.
J. Mitchell Dolloff	• Appointed President of the Company • Appointed President – Bedding Products (*currently Residential Products & Industrial Products*) • Ceases to be President – Specialized Products and Furniture, Flooring & Textile Products (*currently Furniture Products*)	Mr. Dolloff, age 53, will serve as President and Chief Operating Officer and President – Bedding Products, effective January 1, 2020. He will cease serving as President – Specialized Products and Furniture, Flooring & Textile Products as of January 1, 2020. Mr. Dolloff will serve as President – Bedding Products until a successor segment president is appointed. In connection with his appointments, Mr. Dolloff will receive an increase in compensation, as disclosed below. He will serve as President and Chief Operating Officer of the Company until his death, resignation, retirement or removal, or until his successor is appointed. Mr. Dolloff has no family relationships with any director or other executive officer of the Company and has no related person transactions with the Company. See the above disclosure regarding Mr. Dolloff's business experience.
Perry E. Davis	• Ceases to be Executive Vice President, President – Bedding Products (*currently Residential Products & Industrial Products*)	As previously reported, Mr. Davis will retire from the Company, effective February 7, 2020. As of January 1, 2020, Mr. Davis will cease to be Executive Vice President, President – Bedding Products and will serve in a non-executive officer role as Senior Vice President – Operations through his announced retirement date.
Steven K. Henderson[1]	• Appointed Executive Vice President, President – Specialized Products and Furniture, Flooring & Textile Products (*currently Furniture Products*)	Mr. Henderson, age 59, will serve as Executive Vice President, President – Specialized Products and Furniture, Flooring & Textile Products, effective January 1, 2020. Mr. Henderson has served the Company as Vice President, President – Automotive Group since 2017. He joined the Company after more than 30 years of experience in a variety of leadership positions at Dow Automotive Systems, most recently as Business President – Automotive Systems since 2009, where he was responsible for the global business, including profit and loss, business strategy, and organizational health. Mr. Henderson holds a bachelor's degree in Organization Administration from Central Michigan University and an MBA from the University of Notre Dame.

1 Mr. Henderson is not being appointed to a position that requires disclosure under Item 5.02 of Form 8-K. However, his appointment is being reported herein to provide complete disclosure of the Company's management changes.

Election of Directors by Board

On November 5, 2019, in keeping with our ongoing Board refreshment plans, the Board, pursuant to Section 2.1 of the Bylaws of the Company, increased the number of directors from ten to twelve. This created two vacant seats on the Board. On November 5, 2019, the vacancies were filled by the Board's election of Mary Campbell and J. Mitchell Dolloff to serve as directors. Ms. Campbell's election was effective immediately on November 5, 2019. Mr. Dolloff's election will be effective January 1, 2020. The initial terms for both Ms. Campbell and Mr. Dolloff will expire at the 2020 Annual Meeting of Shareholders. Ms. Campbell was appointed to serve on the Audit Committee.

As an independent director, Ms. Campbell will receive our standard director compensation package which can be found in the Summary Sheet of Director Compensation attached hereto and incorporated herein as Exhibit 10.2. On November 5, 2019, Ms. Campbell was granted 1,389 shares of restricted stock, which was the prorated amount for the remainder of the service year. The standard director compensation package includes an annual grant of restricted stock or restricted stock units ("*RSUs*") in May of each year on the date of the Annual Meeting of Shareholders equal to $150,000. Beginning with the May 2020 grant, Ms. Campbell may choose between restricted stock and RSUs. In either case, the awards generally vest on the day preceding the next Annual Meeting of Shareholders. Vesting accelerates in the event of death, disability, or a change in control of the Company. The number of shares awarded is calculated by dividing the dollar value by the closing price of the Company's common stock on the grant date. RSUs are settled in shares of common stock and earn dividend equivalents at a 20% discount to the market price of Company common stock on the dividend payment date. Directors may elect to defer settlement of an RSU award for 2 to 10 years after the grant date. Reference is made to the Form of Director Restricted Stock Agreement, filed August 7, 2008, as Exhibit 10.1 to the Company's Form 10-Q and the Form of Director Restricted Stock Unit Award Agreement, filed February 24, 2012, as Exhibit 10.9.7 to the Company's Form 10-K, each of which is incorporated herein by reference.

Ms. Campbell will also receive annual cash compensation of $100,000 (which includes $90,000 Board annual retainer and $10,000 Audit Committee member annual retainer, each paid in quarterly installments). Ms. Campbell will be eligible to defer cash compensation by participating in the Company's Deferred Compensation Program starting in 2020.

The Board of Directors determined that Ms. Campbell meets the Director Independence Standards adopted by the Board. Ms. Campbell has not been employed previously by the Company. There are no related person transactions between the Company and Ms. Campbell.

As a management director, Mr. Dolloff will not receive additional compensation for his Board service. Mr. Dolloff will not serve on any Board Committees. There are no related person transactions between the Company and Mr. Dolloff.

The disclosure in Item 1.01 above is incorporated by reference into this item.

Compensation Committee Approves 2020 Base Salaries and Target Percentages for Named Executive Officers

On November 4, 2019, the Compensation Committee of the Board of Directors (the "*Committee*") set the 2020 base salaries and the Key Officers Incentive Plan ("*KOIP*") Target Percentages for each of our named executive officers. Under the KOIP, an executive officer is eligible to receive a cash award calculated by multiplying his annual base salary at the end of the calendar year by a percentage set by the Committee (the "*Target Percentage*"), then applying an award formula for that calendar year. The 2019 KOIP Award Formula included three performance objectives: Return on Capital Employed ("*ROCE*") (60% Weight), Cash Flow (20% Weight) and individual performance goals ("*IPGs*") (20% Weight). The 2020 KOIP Award Formula is expected to be adopted by the Committee in February 2020. The performance criteria for 2020 is not expected to include IPGs but is expected to include ROCE and Cash Flow. Below are the 2019 and 2020 base salaries and Target Percentages for our named executive officers:

Named Executive Officers	2019 Base Salary	2020 Base Salary
Karl G. Glassman, President & CEO (*Chairman and CEO, effective 1/1/2020*)	$1,225,000	$ 1,225,000
J. Mitchell Dolloff, COO & EVP, President – Specialized Products & Furniture Products (*President & COO, President – Bedding Products, effective 1/1/2020*)	$ 600,000	$ 700,000
Jeffrey L. Tate, EVP & CFO[1]	$ 550,000	$ 570,000
Perry E. Davis, EVP, President – Residential Products & Industrial Products[2] (*SVP – Operations, effective 1/1/2020*)	$ 530,000	$ 530,000
Scott S. Douglas, SVP – General Counsel & Secretary	$ 420,000	$ 450,000
Matthew C. Flanigan, Former EVP & CFO[3]	$ 572,000	N/A

1 As previously reported, on August 6, 2019, Mr. Tate was appointed Executive Vice President and Chief Financial Officer, effective September 3, 2019.

2 As previously reported, Mr. Davis notified the Company of his decision to retire from the Company, effective February 7, 2020. He will serve in a non-executive officer role as Senior Vice President – Operations, beginning January 1, 2020. As such, he did not receive a salary adjustment for 2020.

3 As previously reported, on September 3, 2019, Mr. Flanigan retired as Chief Financial Officer and began serving in a non-executive officer position. Also as previously reported, on September 25, 2019, he notified the Company of his decision to retire from the Company on December 31, 2019. As such, Mr. Flanigan will not receive a salary in 2020.

Named Executive Officers	2019 KOIP Target Percentage	2020 KOIP Target Percentage
Karl G. Glassman, President & CEO (*Chairman and CEO, effective 1/1/2020*)	120%	120%
J. Mitchell Dolloff, COO & EVP, President – Specialized Products & Furniture Products (*President & COO, President – Bedding Products, effective 1/1/2020*)	100%	100%
Jeffrey L. Tate, EVP & CFO[1]	80%	80%
Perry E. Davis, EVP, President – Residential Products & Industrial Products[2] (*SVP – Operations, effective 1/1/2020*)	80%	N/A
Scott S. Douglas, SVP – General Counsel & Secretary	60%	60%
Matthew C. Flanigan, Former EVP & CFO[3]	80%	N/A

1 As previously reported, on August 6, 2019, Mr. Tate was appointed Executive Vice President and Chief Financial Officer, effective September 3, 2019. As such, his 2019 KOIP Target Percentage was set on August 6, 2019. Also, in 2019, Mr. Tate's KOIP Award Formula, will not be based on the 2019 Award Formula (60% ROCE, 20% Cash Flow and 20% IPGs), but rather will be based on 70% ROCE and 30% Cash Flow of the Company, prorated for the number of days employed in 2019.

2 As previously reported, Mr. Davis notified the Company of his decision to retire from the Company effective February 7, 2020. He will serve in a non-executive officer role as Senior Vice President – Operations, beginning January 1, 2020. As such, he will not receive a KOIP incentive in 2020.

3 As previously reported, on September 3, 2019, Mr. Flanigan retired as Chief Financial Officer and began serving in a non-executive officer position. Also as previously reported, on September 25, 2019, he notified the Company of his decision to retire from the Company on December 31, 2019. As such, Mr. Flanigan will not receive a KOIP incentive in 2020. Mr. Flanigan's 2019 KOIP incentive will not be based on the 2019 Award Formula (60% ROCE, 20% Cash Flow, and 20% IPGs), but rather will be based on 70% ROCE and 30% Cash Flow of the Company.

Attached and incorporated by reference as Exhibit 10.7 is the Company's Summary Sheet of Executive Cash Compensation.

Setting of Long-Term Incentive Award Multiples

Except as noted below, in 2019, the Committee granted Performance Stock Units ("*PSUs*") to our named executive officers and other executives, determined by multiplying the executive's 2019 annual base salary by his or her PSU 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 trading days following the prior year's fourth quarter earnings release.

Except as noted below, it is expected that equity-based long-term incentive ("*LTI*") awards will be granted to our named executive officers and other executives of the Company in February 2020. Each named executive officer will have an LTI award multiple (set by senior management and approved by the Committee), which will be allocated between PSUs making up 67% of the overall 2020 LTI award and RSUs making up 33% of the overall 2020 LTI award. The number of PSUs and RSUs to be granted to each executive will be determined by multiplying the executive's 2020 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 2019 fourth quarter earnings release. Except as noted, below are the 2019 PSU award multiples set by the Committee on November 5, 2018, and the 2020 LTI award multiples set by the Committee on November 4, 2019, for our named executive officers:

Named Executive Officers	2019 PSU Multiple	2020 LTI Multiple
Karl G. Glassman, President & CEO (*Chairman and CEO, effective 1/1/2020*)	433%	458%
J. Mitchell Dolloff, COO & EVP, President – Specialized Products & Furniture Products (*President & COO, President – Bedding Products, effective 1/1/2020*)	300%	300%
Jeffrey L. Tate, EVP & CFO[1]	250%	250%
Perry E. Davis, EVP, President – Residential Products & Industrial Products[2] (*SVP – Operations, effective 1/1/2020*)	250%	N/A
Scott S. Douglas, SVP – General Counsel & Secretary	175%	175%
Matthew C. Flanigan, Former EVP & CFO[3]	N/A	N/A

1 As previously reported, on August 6, 2019, Mr. Tate was appointed Executive Vice President and Chief Financial Officer, effective September 3, 2019. As such, his 2019 PSU multiple was set on August 6, 2019.

2 As previously reported, Mr. Davis notified the Company of his decision to retire from the Company effective February 7, 2020. He will serve in a non-executive officer role as Senior Vice President – Operations, beginning January 1, 2020. As such, he will not receive LTI awards in 2020.

3 As previously reported, on September 3, 2019, Mr. Flanigan retired as Chief Financial Officer and began serving in a non-executive officer position. Also, as previously reported, on September 25, 2019, he notified the Company of his decision to retire from the Company on December 31, 2019. As such, Mr. Flanigan will not receive LTI awards in 2020. Mr. Flanigan also did not receive a PSU multiple or grant for 2019.

Amendment to Performance Stock Unit Form of Award

Each year, since 2008, the Committee has granted the named executive officers, and a group of other executives, a base award of PSUs. A percentage of the base award will vest at the end of the three-year performance period (the "*Performance Period*") and will be paid out by March 15 of the following year, subject to the achievement of two performance objectives discussed below.

On November 4, 2019, the Committee approved and amended the Form of the Performance Stock Unit Award Agreement (the "*PSU Form of Award*") associated with the Company's grant of PSUs for 2020 and thereafter. 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. Prior to the amendment, in the event of retirement, death or disability, the executive would receive a number of shares following the end of the Performance Period, which were prorated for the number of days employed during the Performance Period prior to termination. Also, in the event of disability, the PSUs would continue to vest for 18 months after disability began.

The amendment changed the definition of retirement from (i) age 65, or age 55 and at least 20 years of service, to (ii) age 65, or the combination of the participant's age and years of service being greater than or equal to 70 years. Although the definition of retirement has changed under the amended PSU Form of Award, the vesting treatment following a termination due to retirement remains the same — the award still will vest at the end of the Performance Period and still will be prorated for the number of days employed during the Performance Period prior to termination. However, in the case of termination due to death or disability, the amended PSU Form of Award provides that the award will vest immediately at 100% of the base award.

The PSU Form of Award provides that PSUs vest at the end of the Performance Period, based upon two performance objectives:

Relative TSR : Fifty percent (50%) of each PSU award will vest 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. TSR is calculated as:

(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.

EBIT CAGR: Fifty percent (50%) of each PSU award will vest based upon the Company's (for Glassman, Dolloff, Tate, and Douglas) or applicable Segments' (for Segment participants) compound annual growth rate of Earnings Before Interest and Taxes ("*EBIT*") during the third fiscal year of the Performance Period compared to the Company's (or applicable Segments') EBIT in the fiscal year immediately preceding the Performance Period. The calculation of EBIT CAGR will include results from businesses acquired during the Performance Period and will exclude results for any businesses divested during the Performance Period. EBIT CAGR 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, and (v) with respect to Segments, all amounts relating to corporate allocations. EBIT CAGR 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 Form 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 PSU vesting schedules for Relative TSR and EBIT CAGR are as follows, with payouts interpolated for results falling between the levels shown:

Relative TSR Percentile	Relative TSR Vesting %	EBIT CAGR %	EBIT CAGR Vesting %
<25%	0%		
25%	25%		
30%	35%		
35%	45%		
40%	55%		
45%	65%	<2%	0%
50%	75%	2%	75%
55%	100%	4%	100%
60%	125%	6%	125%
65%	150%	8%	150%
70%	175%	10%	175%
75%	200%	12%	200%
>75%	200%	>12%	200%

Notwithstanding the foregoing Relative TSR vesting schedule, in the event that the Company's TSR for the Performance Period is negative (Ending Stock Price plus Reinvested Dividends is less than Beginning Stock Price), the Relative TSR vesting percentage will be capped at 100%.

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, subject to Committee approval, 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.

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. The PSU award contains a non-competition covenant during employment and for two years after payout, where, if violated, the executive must repay to the Company any gain from the award (in addition to any other legal or equitable remedies the Company may have). Also, if within 24 months of payment, the Company is required to restate previously reported financial results, 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 granted under the Company's Flexible Stock Plan, as amended and restated effective May 5, 2015, filed March 25, 2015 as Appendix A to the Company's Proxy Statement for the Annual Meeting of Shareholders (the "*Flexible Stock Plan*"). 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 2020 Form of Performance Stock Unit Award Agreement, which is filed as Exhibit 10.8 to this Form 8-K, and the Flexible Stock Plan, each of which are incorporated herein by reference. All future awards of PSUs to our named executive officers are expected to be made pursuant to the attached 2020 Form of Performance Stock Unit Award Agreement. 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 Restricted Stock Unit Form of Award

On November 4, 2019, the Committee approved and amended the Form of Restricted Stock Unit Award Agreement. The RSUs 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. Upon vesting, each RSU is converted into one share of Company common stock and distributed, subject to reduction for tax withholding. If the executive's employment ends due to death or disability, or in certain circumstances due to a Change of Control of the Company, the awards will become 100% vested immediately.

Prior to the amendment, if termination was due to retirement, the executive would receive only shares that vested prior to the retirement date. After the amendment, if termination is due to a retirement after age 65, or the date at which the combination of the participant's age and years of service being greater than or equal to 70 years, the executive will continue to receive shares that will vest after the retirement date.

The RSUs may not be transferred, assigned, pledged or otherwise encumbered, and have no voting or dividend rights.

The RSU Form of Award contains a non-competition covenant during the executive's employment and for a period of two years after each vesting date. If violated, the executive must repay to the Company any gain from the award (in addition to any other legal or equitable remedies the Company may have). The above disclosure is only a brief description of the RSUs and is qualified in its entirety by the 2020 Form of Restricted Stock Unit Award Agreement, which is attached hereto and incorporated herein by reference as Exhibit 10.10. All future awards of RSUs to our named executive officers are expected to be made pursuant to the attached 2020 Form of Restricted Stock Unit Award Agreement. If the terms and conditions of future grants are materially changed, we 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 described above, our management organizational structure and all related internal reporting will change effective January 1, 2020. As a result, our segment reporting will change to reflect the new structure beginning January 1, 2020. The modified structure will consist of the following three segments, seven business groups, and 15 business units organized as follows:

Bedding Products Segment[1]	Specialized Products Segment	Furniture, Flooring & Textile Products Segment[2]
BEDDING GROUP	**AUTOMOTIVE GROUP**	**HOME FURNITURE GROUP**
U.S. Spring	Automotive	Home Furniture
International Spring		
Specialty Foam	**AEROSPACE PRODUCTS GROUP**	**WORK FURNITURE GROUP**
Adjustable Bed		
Steel Rod	Aerospace Products	Work Furniture
Drawn Wire		
Machinery	**HYDRAULIC CYLINDERS GROUP**	**FLOORING & TEXTILE PRODUCTS GROUP**
	Hydraulic Cylinders	Flooring Products
		Fabric Converting
		Geo Components

1 The new segment will consist of the current Residential Products and Industrial Products Segments, plus the current Consumer Products Group (which will be renamed the Adjustable Bed business unit), minus the current Fabric & Flooring Products Group (which will be renamed the Flooring & Textile Products Group).

2 The new segment will consist of the current Furniture Products Segment, plus the current Fabric & Flooring Products Group (which will be renamed the Flooring & Textile Products Group) minus the current Consumer Products Group (which will be renamed the Adjustable Bed business unit).

The current structure consists of the following four segments, 10 business groups, and 15 business units organized as follows:

Residential Products	Industrial Products	Specialized Products	Furniture Products
BEDDING GROUP	**WIRE GROUP**	**AUTOMOTIVE GROUP**	**HOME FURNITURE GROUP**
U.S. Spring International Spring Specialty Foam	Drawn Wire Steel Rod	Automotive	Home Furniture
FABRIC & FLOORING PRODUCTS GROUP		**AEROSPACE PRODUCTS GROUP**	**WORK FURNITURE GROUP**
Fabric Converting Geo Components Flooring Products		Aerospace Products	Work Furniture
MACHINERY GROUP		**HYDRAULIC CYLINDERS GROUP**	**CONSUMER PRODUCTS GROUP**
Machinery		Hydraulic Cylinders	Consumer Products

The Company issued a Press Release, dated November 5, 2019, regarding the Board and Management changes, as well as the planned segment changes, which is attached hereto and incorporated herein as Exhibit 99.1.

The Company also issued a Press Release, dated November 5, 2019, regarding the election of Mary Campbell to the Board and the declaration of a cash dividend, which is attached hereto as Exhibit 99.2.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

EXHIBIT INDEX

Exhibit No.	Description
10.1	Form of Indemnification Agreement approved by the shareholders of the Company and entered into between the Company and its directors and executive officers, filed March 28, 2002, as Exhibit 10.11 to the Company’s Form 10-K for the year ended December 31, 2001, is incorporated by reference. (SEC File No. 001-07845)
10.2 *,**	Summary Sheet of Director Compensation.

10.3 **	Form of Director Restricted Stock Agreement pursuant to the Company's Flexible Stock Plan, filed August 7, 2008, as Exhibit 10.1 to the Company's Form 10-Q for the quarter ended June 30, 2008, is incorporated by reference. (SEC File No. 001-07845)
10.4 **	Form of Director Restricted Stock Unit Award Agreement pursuant to the Company's Flexible Stock Plan, filed February 24, 2012, as Exhibit 10.9.7 to the Company's Form 10-K for the year ended December 31, 2011, is incorporated by reference. (SEC File No. 001-07845)
10.5 **	The Company's Deferred Compensation Program, effective November 6, 2017, filed November 9, 2017, as Exhibit 10.6 to the Company's Form 8-K, is incorporated by reference. (SEC File No. 001-07845)
10.6 **	2019 Key Officers Incentive Plan, filed February 28, 2019, as Exhibit 10.1 to the Company's Form 8-K, is incorporated by reference. (SEC File No. 001-07845)
10.7 *,**	Summary Sheet of Executive Cash Compensation.
10.8 *,**	2020 Form of Performance Stock Unit Award Agreement.
10.9 **	Company's Flexible Stock Plan, amended and restated, effective 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)
10.10 *,**	2020 Form of Restricted Stock Unit Award Agreement.
99.1 ***	Press Release Regarding Board, Management and Segment Changes, dated November 5, 2019.
99.2 ***	Press Release Regarding Election of Mary Campbell as Director and Declaration of Cash Dividend, dated November 5, 2019.
101.INS	Inline XBRL Instance Document (the instance document does not appear in the interactive data file because its XBRL tags are embedded within the inline XBRL document)
101.SCH *	Inline XBRL Taxonomy Extension Schema
101.LAB *	Inline XBRL Taxonomy Extension Label Linkbase
101.PRE *	Inline XBRL Taxonomy Extension Presentation Linkbase
104	Cover Page Interactive Data File (embedded within the inline XBRL document contained in Exhibit 101)

* 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: November 5, 2019

By: /s/ SCOTT S. DOUGLAS

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

Exhibit 10.2

SUMMARY SHEET OF DIRECTOR COMPENSATION

The following summary sets forth current annual rates of cash and equity compensation for non-management directors, effective immediately following the May 7, 2019 Board meeting. It has been updated to reflect the change in Chairman and the addition of a Lead Director at the November 5, 2019 Board meeting, which will become effective January 1, 2020.

Compensation Item	Prior Year Compensation	Current Year Compensation
Cash Compensation		
Board Retainer	$ 80,000	$ 90,000
Audit Committee		
Chair Retainer	$ 25,000	$ 25,000
Member Retainer	$ 10,000	$ 10,000
Compensation Committee		
Chair Retainer	$ 20,000	$ 20,000
Member Retainer	$ 8,000	$ 8,000
Nominating & Corporate Governance Committee		
Chair Retainer	$ 15,000	$ 15,000
Member Retainer	$ 7,000	$ 7,000
Equity Compensation—Restricted Stock or Restricted Stock Units		
Board Chairman Retainer (including director retainer)[1,2]	$ 285,000	$ 300,000
Director Retainer	$ 135,000	$ 150,000

1 Karl G. Glassman was elected Chairman on November 5, 2019, to be effective January 1, 2020. Mr. Glassman will continue to serve the Company as CEO. As a management director, he will not receive additional compensation for his Board service.

2 R. Ted Enloe, III served as Chairman from May 2016 through his election as Lead Director at the November 5, 2019 Board meeting, to be effective January 1, 2020. Mr. Enloe's compensation will not be adjusted in connection with this transition. The Board expects to re-evaluate the Lead Director compensation at its May 2020 Board meeting.

Directors may defer their cash compensation by participating in the Company's Deferred Compensation Program, effective November 6, 2017 (filed November 9, 2017 as Exhibit 10.6 to the Company's Form 8-K).

Directors may receive the equity component of their compensation in restricted stock or restricted stock units ("*RSUs*"). In either case, the awards generally have a 12-month vesting period, ending on the day preceding the next annual meeting of shareholders. Vesting accelerates in the event of death, disability or a change in control of the Company. The number of shares or units is calculated by dividing the dollar value of the award by the closing price of the Company's stock on the grant date. RSUs are settled in shares of common stock and earn dividend equivalents at a 20% discount to the market price of Company stock on the dividend payment date. Directors may elect to defer settlement of the RSU award for 2 to 10 years after the grant date.

The Company pays for travel expenses incurred by the directors to attend Board meetings.

Our management directors do not receive additional compensation for their Board service.

Exhibit 10.7

SUMMARY SHEET OF EXECUTIVE CASH COMPENSATION

This Summary Sheet contains the 2019 and 2020 annual base salaries and target percentages under the Key Officers Incentive Plan ("*KOIP*") adopted by the Board's Compensation Committee (the "*Committee*") on November 5, 2018 and November 4, 2019, respectively, and the 2019 individual performance goals ("*IPGs*") adopted by the Committee on November 5, 2018, for the Company's principal executive officer, principal financial officer and other named executive officers.

Named Executive Officers	2019 Base Salary	2020 Base Salary
Karl G. Glassman, President & CEO (*Chairman and CEO, effective 1/1/2020*)	$1,225,000	$1,225,000
J. Mitchell Dolloff, COO & EVP, President – Specialized Products & Furniture Products (*President & COO, President – Bedding Products, effective 1/1/2020*)	$ 600,000	$ 700,000
Jeffrey L. Tate, EVP & CFO[1]	$ 550,000	$ 570,000
Perry E. Davis, EVP, President – Residential Products & Industrial Products[2] (*SVP – Operations, effective 1/1/2020*)	$ 530,000	$ 530,000
Scott S. Douglas, SVP – General Counsel & Secretary	$ 420,000	$ 450,000
Matthew C. Flanigan, Former EVP & CFO[3]	$ 572,000	N/A

1 As previously reported, on August 6, 2019, Mr. Tate was appointed Executive Vice President and Chief Financial Officer, effective September 3, 2019 ("*Start Date*"). In addition to his base salary, Mr. Tate received a one-time cash sign-on bonus of $250,000 upon the Start Date, which must be repaid if he terminates his employment without "Good Reason," or is terminated for "Cause" within the first year of employment, and half of which must be repaid, under the same circumstances, within the second year of employment. Moreover, if Mr. Tate is terminated, other than for "Cause," death or disability, or if he terminates his employment for "Good Reason," then the Company must pay Mr. Tate (a) 12 months of base salary if the termination occurs within the first 12 months after the Start Date, or 6 months of base salary if the termination occurs between 12 and 24 months after the Start Date; (b) a pro-rata incentive award under the KOIP for the year in which the termination occurred; and (c) a lump sum payment equal to 18 months of COBRA medical coverage. The Company must also provide reasonable and customary outplacement services for the shorter of 12 months from termination or the date Mr. Tate accepts another position. For definitions of "Good Reason" and "Cause," reference is made to the Separation Agreement between Mr. Tate and the Company, dated August 6, 2019, filed August 6, 2019 as Exhibit 10.12 to the Company's Form 8-K.

2 As previously reported, Mr. Davis notified the Company of his decision to retire from the Company effective February 7, 2020. He will serve in a non-executive officer role as Senior Vice President – Operations, beginning January 1, 2020. As such, he did not receive a salary adjustment for 2020.

3 As previously reported, on September 3, 2019, Mr. Flanigan retired as Chief Financial Officer and began serving in a non-executive officer position. Also, as previously reported, on September 25, 2019, he notified the Company of his decision to retire from the Company effective December 31, 2019. As such, Mr. Flanigan will not receive a salary in 2020.

Except as noted below, the named executive officers will be eligible to receive an annual cash incentive under the KOIP (filed February 28, 2019 as Exhibit 10.1 to the Company's Form 8-K) in accordance with the 2020 KOIP Award Formula (expected to be adopted in February 2020). Each executive's cash award is expected 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 2019 consisted of three performance criteria: Return on Capital Employed ("*ROCE*") (60% Relative Weight), Cash Flow (20% Relative Weight) and individual performance goals ("*IPGs*") (20% Relative Weight). The performance criteria for 2020 is not expected to include IPGs but is expected to include ROCE and Cash Flow. As previously reported, the Target Percentages in 2019, and as adopted for 2020 by the Committee on November 4, 2019, for the principal executive officer, principal financial officer, and other named executive officers are shown in the following table.

Named Executive Officers	2019 KOIP Target Percentage	2020 KOIP Target Percentage
Karl G. Glassman, President & CEO (*Chairman and CEO, effective 1/1/2020*)	120%	120%
J. Mitchell Dolloff, COO & EVP, President – Specialized Products & Furniture Products (*President & COO, President – Bedding Products, effective 1/1/2020*)	100%	100%
Jeffrey L. Tate, EVP & CFO[1]	80%	80%
Perry E. Davis, EVP, President – Residential Products & Industrial Products[2] (*SVP – Operations, effective 1/1/2020*)	80%	N/A
Scott S. Douglas, SVP – General Counsel & Secretary	60%	60%
Matthew C. Flanigan, Former EVP & CFO[3]	80%	N/A

1 As previously reported, on August 6, 2019, Mr. Tate was appointed Executive Vice President and Chief Financial Officer, effective September 3, 2019. As such, his 2019 KOIP Target Percentage was set on August 6, 2019. Also, in 2019, Mr. Tate's KOIP Award Formula, will not be based on the 2019 Award Formula (60% ROCE, 20% Cash Flow and 20% IPGs), but rather will be based on 70% ROCE and 30% Cash Flow of the Company, prorated for the number of days employed in 2019.

2 As previously reported, Mr. Davis notified the Company of his decision to retire from the Company, effective February 7, 2020. He will serve in a non-executive officer role as Senior Vice President – Operations, beginning January 1, 2020. As such, he will not receive a KOIP incentive in 2020.

3 As previously reported, on September 3, 2019, Mr. Flanigan retired as Chief Financial Officer and began serving in a non-executive officer position. On September 25, 2019, he notified the Company of his decision to retire from the Company effective December 31, 2019. As such, Mr. Flanigan will not receive a KOIP incentive in 2020. Mr. Flanigan's 2019 KOIP incentive will not be based on the 2019 Award Formula (60% ROCE, 20% Cash Flow, and 20% IPGs), but rather will be based on 70% ROCE and 30% Cash Flow of the Company.

Individual Performance Goals. On November 5, 2018, the Committee adopted IPGs for our named executive officers for 2019. Except as noted below, the 2019 KOIP Award Formula, provides that 20% of each executive's cash award under our KOIP will be based on the achievement of IPGs. The 2020 KOIP Award Formula is expected to be adopted in February 2020 and is not expected to include IPGs. The IPGs for our named executive officers in 2019 are:

Named Executive Officers	2019 IPGs	2020 IPGs
Karl G. Glassman, President & CEO (*Chairman and CEO, effective 1/1/2020*)	Acquisition integration, succession planning, CFO onboarding and communications strategy	N/A
J. Mitchell Dolloff, COO & EVP, President – Specialized Products & Furniture Products (*President & COO, President – Bedding Products, effective 1/1/2020*)	Implementation of growth strategy and succession planning	N/A
Jeffrey L. Tate, EVP & CFO[1]	N/A	N/A
Perry E. Davis, EVP, President – Residential Products & Industrial Products[2] (*SVP – Operations, effective 1/1/2020*)	Acquisition integration and succession planning	N/A
Scott S. Douglas, SVP – General Counsel & Secretary	Implementation of growth strategy, succession planning and operational initiatives	N/A
Matthew C. Flanigan, Former EVP & CFO[3]	N/A	N/A

1 As previously reported, on August 6, 2019, Mr. Tate was appointed Executive Vice President and Chief Financial Officer, effective September 3, 2019. As such, Mr. Tate was not assigned IPGs for 2019.

2 As previously reported, Mr. Davis notified the Company of his decision to retire from the Company, effective February 7, 2020. He will serve in a non-executive officer role as Senior Vice President – Operations, beginning January 1, 2020.

3 As previously reported, on September 3, 2019, Mr. Flanigan retired as Chief Financial Officer and began serving in a non-executive officer position. On September 25, 2019, he notified the Company of his decision to retire from the Company effective December 31, 2019. Mr. Flanigan was not assigned IPGs for 2019.

The achievement of the IPGs is measured by the following schedule.

Individual Performance Goals
Payout Schedule

Achievement	Payout
1 – Did not achieve goal	0%
2 – Partially achieved goal	50%
3 – Substantially achieved goal	75%
4 – Fully achieved goal	100%
5 – Significantly exceeded goal	up to 150%

EXHIBIT 10.8

2020 FORM OF PERFORMANCE STOCK UNIT AWARD AGREEMENT
Relative TSR and EBIT CAGR
[3-Year Performance Period]

[Name]

Congratulations! On _____________, [2020], 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 – [2020-2022] Performance Stock Unit Award – Relative TSR and EBIT CAGR* (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 trading days following the [2019] fourth quarter earnings release.

A percentage of your base award will vest on December 31, [2022] and will be paid out by March 15, [2023]. 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 level of achievement of two performance objectives: 50% of your Award will vest based upon on the Company's Total Shareholder Return compared to our Peer Group ("*Relative TSR*"), and 50% of your Award will vest based upon **[the Company's] [the XXX Segment's]** compound annual growth rate of Earnings Before Interest and Taxes ("*EBIT CAGR*"), according to the schedules below.

Relative TSR Percentile	Relative TSR Vesting %	EBIT CAGR %	EBIT CAGR Vesting %
25%	25%		
30%	35%		
35%	45%		
40%	55%		
45%	65%		
50%	75%	2%	75%
55%	100%	4%	100%
60%	125%	6%	125%
65%	150%	8%	150%
70%	175%	10%	175%
75%	200%	12%	200%

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: _______________________________

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.

TERMS AND CONDITIONS – PERFORMANCE STOCK UNIT AWARD
Relative TSR and EBIT CAGR
[2020-2022]

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, or applicable Segment's, performance during the three-year period beginning January 1, [2020] and ending December 31, [2022] (the "*Performance Period*").

2. *Performance Objectives*. The payout under this Award is based upon the level of achievement of two performance objectives: 50% of your Award will vest based upon on the Company's relative Total Shareholder Return ("*Relative TSR*"), and 50% of your Award will vest based upon the Company's, or applicable Segment's, compound annual growth rate of Earnings Before Interest and Taxes ("*EBIT CAGR*").

   a. Relative TSR. 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.

The 50% of your Award allocated to Relative TSR will vest according to the following schedule. Payouts will be interpolated for results falling between the levels shown.

Relative TSR Percentile	Relative TSR Vesting %
<25%	0%
25%	25%
30%	35%
35%	45%
40%	55%
45%	65%
50%	75%
55%	100%
60%	125%
65%	150%
70%	175%
75%	200%
>75%	200%

Notwithstanding the foregoing vesting schedule, in the event that the Company's TSR for the Performance Period is negative (Ending Stock Price plus Reinvested Dividends is less than the Beginning Stock Price), the Relative TSR vesting percentage will be capped at 100%.

b. EBIT CAGR. EBIT CAGR during the Performance Period will be the compound annual growth rate of the total earnings before income and taxes ("*EBIT*") for the Company, or applicable Segment(s), during the third fiscal year of the Performance Period compared to the Base Year EBIT. "*Base Year EBIT*" is the total EBIT of the Company, or applicable Segment, during the fiscal year immediately preceding the Performance Period.

The calculation of EBIT CAGR will include results from businesses acquired during the Performance Period. EBIT CAGR will exclude results for any businesses divested during the Performance Period, and the divested businesses' EBIT will also be deducted from Base Year EBIT. EBIT CAGR 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, and (v) with respect to Segments, all amounts relating to corporate allocations. EBIT CAGR 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 Award allocated to EBIT CAGR will vest according to the following schedule. Payouts will be interpolated for results falling between the levels shown.

EBIT CAGR %	**EBIT CAGR Vesting %**
<2%	0%
2%	75%
4%	100%
6%	125%
8%	150%
10%	175%
12%	200%
>12%	200%

If, during the Performance Period, your responsibilities shift due to a transfer or a corporate restructuring (a "*Reassignment*"), the 50% of your Award allocated to EBIT CAGR will be reallocated as follows:

(i) You will have EBIT CAGR results calculated for any full calendar year(s) during the Performance Period completed prior to the Reassignment based upon the Company, or applicable Segment(s), identified in your original Award Agreement.

(ii) You will have EBIT CAGR results calculated for the calendar year in which the Reassignment occurs, and any subsequent calendar year(s) during the Performance Period, based upon the Company, or applicable Segment(s), according to your responsibilities following the Reassignment.

(iii) The vesting percentage for the EBIT CAGR portion of your Award 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, [2022] (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, subject to approval by the Committee (as defined below), 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, [2023] (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 you voluntarily quit (*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.

During your employment and through 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 or supplier 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. 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 two-year term of the restrictive covenants shall be automatically extended by the period you were violating any term of this Section.

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 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.

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 and use your personal information to implement and administer the Award. This personal information may include, without limitation, your: employee identification number; first and last names; home and other physical address; email addresses; telephone and fax numbers; organization name, job title, and department name; reporting hierarchy; work history; performance ratings; and payroll information. You further acknowledge and agree that the Company may disclose such information to non-agent third parties assisting the Company in administering 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.

2020 FORM OF RESTRICTED STOCK UNIT AWARD AGREEMENT

[Name]

Congratulations!

On _____________, 20____ (the "*Grant Date*"), Leggett & Platt, Incorporated (the "*Company*") granted you a Restricted 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 – Restricted Stock Unit Award* (the "*Terms and Conditions*").

You have been granted a base award of [________] Restricted Stock Units ("*RSUs*"). Your Award will vest in one-third increments on the first, second and third anniversaries of the Grant Date, at which times you will be issued one share of the Company's common stock for each vested RSU.

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: ________________________________

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.

TERMS AND CONDITIONS – RESTRICTED STOCK UNIT AWARD

1. *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 in one-third increments on the first, second and third anniversaries of the Grant Date (the "*Vesting Dates*"). On each Vesting Date, you will be issued one share of the Company's common stock for each vested RSU, subject to reduction for tax withholding as described in Section 7.

2. *Termination of Employment.* Except as provided in Section 3 and Section 4, if your employment is terminated for any reason before a Vesting Date, your right to any unvested shares under 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. 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.

3. *Early Vesting.* If your termination of employment is due to one of the following events, your Award will vest as follows:

(a) If your termination of employment is due to Retirement (as defined below), your Award will continue to vest on each of the Vesting Dates.

"*Retirement*" means you voluntarily quit (*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.

(b) If your termination of employment during the Performance Period is due to death or Disability (as defined below), your Award will vest immediately 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.

4. *Change in Control*. If 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 your Award will vest and the Company (or its successor) will issue the vested shares to you 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 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 11 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 Award may not be transferred, assigned, pledged or otherwise encumbered until the underlying shares have been issued.

6. *No Rights as Shareholder*. You will not have the rights of a shareholder with respect to this Award 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 on each Vesting 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 from the shares issued.

The income and tax withholding generated by the issuance of shares to you 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, your shares will have a tax basis equal to the closing price of L&P stock on the Vesting Date.

8. *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.

During your employment and through two years after each Vesting 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 or supplier 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. 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 two-year term of the restrictive covenants shall be automatically extended by the period you were violating any term of this Section.

If you violate the preceding paragraph, then you will pay to the Company any Award Gain you realized from this Award. *"Award Gain"* is equal to (i) the number of shares distributed to you on a Vesting Date of this Award times the fair market value of L&P stock on the such Vesting 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.

9. *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.

10. *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.

11. *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.

12. *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.

13. *Data Privacy*. You acknowledge and agree that the Company may collect and use your personal information to implement and administer the Award. This personal information may include, without limitation, your: employee identification number; first and last names; home and other physical address; email addresses; telephone and fax numbers; organization name, job title, and department name; reporting hierarchy; work history; performance ratings; and payroll information. You further acknowledge and agree that the Company 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.

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 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 99.1

FOR IMMEDIATE RELEASE: NOVEMBER 5, 2019

LEGGETT & PLATT ANNOUNCES EXECUTIVE PROMOTIONS AND REVISED SEGMENT STRUCTURE

Carthage, MO, November 5, 2019 — Diversified manufacturer Leggett & Platt announced executive promotions and a revised segment structure that will be effective January 1, 2020.

Executive Promotions

- Karl Glassman, the Company's President and Chief Executive Officer will become Chairman of the Board and will maintain his current position as Chief Executive Officer.
- Mitch Dolloff will assume the role of President and will maintain his current position as Chief Operating Officer. He will serve as President of the new Bedding Products segment until a successor segment president is appointed. Mitch will also join Leggett's Board of Directors.
- Steve Henderson, Vice President and President of Leggett's Automotive Group will become Executive Vice President and President of the Specialized Products segment and the new Furniture, Flooring & Textile Products segment.

Karl joined Leggett & Platt in 1982 in Bedding Group sales and served in various positions of increasing responsibility within the Bedding Group over the following 17 years. He was appointed Senior Vice President and President of the Residential Furnishings segment in 1999, Executive Vice President in 2002, Chief Operating Officer in 2006, President in 2013, and Chief Executive Officer in 2016. Karl joined the Board in 2002. Karl will succeed Ted Enloe, who will become Lead Director. Ted has been Board Chair since 2016 and joined Leggett's Board in 1969.

Mitch joined the Company in 2000 in the Mergers & Acquisitions department and then served as President of the Tubular Products Division. In 2007, he assumed the role of Director of Business Development for the Specialized Products segment. Mitch was appointed President of the Automotive Asia Division in 2011 and President of the Automotive Group in 2014. He became Senior Vice President and President of the Specialized Products segment in 2016 and was appointed Executive Vice President and President of the Specialized Products and Furniture Products segments in 2017. Mitch assumed the role of Chief Operating Officer in 2019.

Steve joined Leggett & Platt in 2017 and serves as Vice President and President of the Automotive Group. He joined the Company after more than 30 years in a variety of leadership positions at Dow Automotive Systems, most recently as Business President – Automotive Systems since 2009. In this role he was responsible for the global business, including profit and loss, business strategy, and organizational health.

President and CEO Karl Glassman commented, "Over the past year we have announced several changes within the leadership team and among the Board of Directors. Through these changes we have added capabilities, expanded diversity, and strengthened governance, all while preserving the important elements of our culture that have contributed to Leggett's long-term success. Our vision is to build an organization to ensure a sustainable, long-term future."

Revised Segment Structure

With the changes in executive officer leadership, the Company's management organizational structure and all related internal reporting will change effective January 1, 2020. As a result, the composition of the Company's segments will also change to reflect the new structure beginning January 1, 2020.

The modified structure will consist of three segments, seven groups and 15 business units organized as follows:

Bedding Products	Specialized Products	Furniture, Flooring & Textile Products
BEDDING GROUP	**AUTOMOTIVE GROUP**	**HOME FURNITURE GROUP**
U.S. Spring	Automotive	Home Furniture
International Spring		
Specialty Foam	**AEROSPACE PRODUCTS GROUP**	**WORK FURNITURE GROUP**
Adjustable Bed		
Steel Rod	Aerospace Products	Work Furniture
Drawn Wire		
Machinery	**HYDRAULIC CYLINDERS GROUP**	**FLOORING & TEXTILE PRODUCTS GROUP**
	Hydraulic Cylinders	Flooring Products
		Fabric Converting
		Geo Components

FOR MORE INFORMATION: Visit Leggett's website at www.leggett.com.

COMPANY DESCRIPTION: At Leggett & Platt (NYSE: LEG), we **create innovative products** that enhance people's lives, **generate exceptional returns** for our shareholders, and **provide sought-after jobs** in communities around the world. L&P is a 136-year-old diversified manufacturer that designs and produces engineered products found in most homes and automobiles. The Company is comprised of 15 business units, 22,000 employee-partners, and 145 manufacturing facilities located in 18 countries.

Leggett & Platt is the leading U.S.-based manufacturer of: a) bedding components; b) automotive seat support and lumbar systems; c) specialty bedding foams and private-label finished mattresses; d) components for home furniture and work furniture; e) flooring underlayment; f) adjustable beds; g) high-carbon drawn steel wire; and h) bedding industry machinery.

CONTACT: Investor Relations, (417) 358-8131 or invest@leggett.com
Susan R. McCoy, Senior Vice President of Investor Relations
Wendy M. Watson, Director of Investor Relations
Cassie J. Branscum, Manager of Investor Relations

FOR IMMEDIATE RELEASE: NOVEMBER 5, 2019

LEGGETT & PLATT ANNOUNCES DIVIDEND AND NEW BOARD MEMBER

Carthage, MO, November 5, 2019 —

- Fourth quarter dividend is $.40 per share, an increase of 5.3% versus 4Q 2018
- Indicated dividend yield is 3.0%
- Board of Directors announced the election of new board member, Mary Campbell

Leggett & Platt's Board of Directors announced a dividend of $.40 per share for the fourth quarter, an increase of $.02 per share or 5.3% versus the fourth quarter of 2018. The dividend will be paid on January 15, 2020 to shareholders of record on December 13, 2019. At an annual indicated dividend of $1.60 per share, the yield is 3.0%, based upon yesterday's closing stock price of $52.47 per share.

In addition, Leggett & Platt announced the election of Mary Campbell to its Board of Directors effective immediately. Ms. Campbell, 52, serves as Chief Merchandising Officer of Qurate Retail Group and Chief Commerce Officer of QVC U.S. Qurate Retail Group is comprised of eight leading retail brands including QVC, HSN and Zulily and is the leader in video commerce, a top-10 ecommerce retailer, and a leader in mobile and social commerce. In her 20 years at QVC/Qurate Retail Group, Ms. Campbell has held various executive positions including Chief Merchandising and Interactive Officer, Chief Interactive Experience Officer, and Senior Vice President, Commerce Platforms.

Ms. Campbell currently serves as a director of the Accessories Council, a not-for-profit, international trade organization. Ms. Campbell holds a bachelor's degree in Psychology from Central Connecticut State University.

"Mary brings extensive knowledge in consumer insight, consumer-driven product innovation, and direct to consumer fulfillment and distribution across multi-billion dollar businesses" said Ted Enloe, Board Chair. "We are very pleased to have her join our Board."

Ms. Campbell was identified through a national search that was conducted by Diversified Search. To learn more about other members of Leggett's Board of Directors, visit www.leggett.com under the Corporate Governance and Directors tabs.

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