

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 OR 15(d)
of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) February 25, 2025

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

Missouri
(State or other jurisdiction
of incorporation)

001-07845
(Commission
File Number)

44-0324630
(IRS Employer
Identification No.)

**1 Leggett Road,
Carthage, MO**
(Address of principal executive offices)

64836
(Zip Code)

Registrant's telephone number, including area code 417-358-8131

N/A
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

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

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

Emerging growth company ☐

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

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

Director Retirements

On February 25, 2025, Mark A. Blinn and Manuel A. Fernandez each notified the Company of their respective decisions to retire as a director of the Company effective immediately prior to the beginning of the 2025 annual shareholder meeting, which currently is expected to be held on May 7, 2025. As such, neither Mr. Blinn nor Mr. Fernandez will stand for re-election at the 2025 annual shareholders meeting. As a result, the Board, in accordance with Section 2.1 of the Bylaws, reduced the number of directors from ten to eight, to be effective upon the retirement of the directors.

Approval of 2025 Base Salaries for Named Executive Officers

On February 25, 2025, the Human Resources and Compensation Committee of the Board of Directors (the “Committee”) approved the following 2025 annual base salary rates for our principal executive officer, principal financial officer, and other named executive officers, except as provided below:

	2024 Annual Base Salary Rate	2025 Annual Base Salary Rate
Named Executive Officers¹		
Karl G. Glassman², President & CEO	\$ 1,275,000	\$ 1,275,000
Benjamin M. Burns, EVP & CFO	\$ 550,000	\$ 600,000
J. Tyson Hagale, EVP, President – Bedding Products	\$ 580,000	\$ 600,000
R. Samuel Smith, Jr.³, EVP, President – Specialized Products and Furniture, Flooring & Textile Products	\$ 500,000	\$ 525,000
Jennifer J. Davis, EVP & General Counsel	\$ 470,000	\$ 490,000

¹ J. Mitchell Dolloff was the Company’s President & CEO until May 20, 2024. His base salary rate was \$1,120,000 until his departure. Mr. Dolloff entered into a Transition and Consulting Agreement (“*Consulting Agreement*”) with the Company that provides for certain consultant fees equal to his 2024 base salary for a 12 month period, ending May 20, 2025. The Consulting Agreement was filed May 21, 2024 as Exhibit 10.4 to the Company’s Form 8-K. Scott S. Douglas was the Company’s SVP & General Counsel through December 31, 2023 and retired from the Company on February 2, 2024. Mr. Douglas’ annual base salary rate was \$251,000 in 2024 until his retirement. Jeffrey L. Tate, who departed the Company on June 21, 2023, was the Company’s EVP & CFO. Steven K. Henderson was the Company’s EVP, President – Specialized Products and Furniture, Flooring & Textile Products until his retirement on April 1, 2024. His base salary rate in 2024, until retirement, was \$560,000. Messrs. Dolloff, Douglas, Tate and Henderson were listed as Named Executive Officers in the Company’s 2024 proxy statement. None of these executives are currently employed by the Company. Mr. Smith and Ms. Davis are included because they are expected to be listed as Named Executive Officers in the Company’s 2025 proxy statement.

² Mr. Glassman was appointed President & CEO on May 20, 2024.

³ Mr. Smith was promoted to EVP, President-Furniture, Flooring & Textile Products on August 6, 2024, at which time his base salary rate was increased from \$400,000 to \$500,000.

Setting of 2025 Target Percentages under the Key Officers Incentive Plan for Named Executive Officers

Except as provided below, the named executive officers will be eligible to receive an annual cash incentive under the Key Officers Incentive Plan (the “KOIP”), which was filed February 28, 2024 as Exhibit 10.2 to the Company’s Form 8-K. Each executive’s cash award is to be calculated by multiplying his or her 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 2025 establishes two performance criteria: (i) Earnings Before Interest, Taxes, Depreciation, and Amortization (“EBITDA”) (65% Relative Weight), and (ii) Cash Flow, or the alternative of Free Cash Flow (“FCF”) for Mr. Hagale and Mr. Smith (35% Relative Weight). The Target Percentages for 2025 for the principal executive officer, principal financial officer, and other named executive officers were set on February 25, 2025, and are shown in the following table:

<u>Named Executive Officers¹</u>	<u>2024 KOIP Target Percentage</u>	<u>2025 KOIP Target Percentage</u>
Karl G. Glassman² , <i>President & CEO</i>	135%	135%
Benjamin M. Burns , <i>EVP & CFO</i>	80%	80%
J. Tyson Hagale , <i>EVP, President – Bedding Products</i>	80%	80%
R. Samuel Smith, Jr.³ , <i>EVP, President – Specialized Products and Furniture, Flooring & Textile Products</i>	75%	80%
Jennifer J. Davis , <i>EVP & General Counsel</i>	70%	70%

¹ J. Mitchell Dolloff was the Company’s President & CEO until May 20, 2024. His 2024 KOIP Target Percentage was 135%. Mr. Dolloff will receive a prorated incentive payment under KOIP pursuant to the Consulting Agreement based on the number of days employed prior to his departure. Messrs. Douglas, Tate and Henderson did not participate in the KOIP in 2024 and will not participate in 2025.

² Mr. Glassman was appointed President & CEO on May 20, 2024. His 2024 KOIP award will be prorated based on the number of days employed in 2024.

³ Mr. Smith was promoted to EVP, President-Furniture, Flooring & Textile Products on August 6, 2024, at which time his Target Percentage was increased from 65% to 75%.

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

Adoption of 2025 Award Formula under the Company’s Key Officers Incentive Plan

Our executive officers can earn an annual cash incentive paid under the KOIP, based on achieving certain performance objectives for the year. On February 25, 2025, the Committee adopted the 2025 Award Formula (the “2025 KOIP Award Formula”) under the KOIP. The 2025 KOIP Award Formula is applicable to the Company’s executive officers, including Messrs. Glassman, Burns, Hagale, and Smith, and Ms. Davis. Under the 2025 KOIP Award Formula, an executive officer is eligible to receive a cash award calculated by multiplying his or her annual base salary at the end of the year by the Target Percentage, then applying weighted achievement percentages for the Performance Objectives. Corporate Participants and Profit Center Participants have separate award calculations based on factors defined in the 2025 KOIP Award Formula, as follows:

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

Corporate Participants. Messrs. Glassman and Burns, and Ms. Davis are Corporate Participants. Awards for Corporate Participants are determined by the Company’s aggregate 2025 financial results. No awards will be paid for EBITDA achievement below \$325.04 million or Cash Flow below \$232.8 million. The maximum payout percentages for EBITDA and Cash Flow achievement are each capped at 200%.

Below are the 2025 Corporate Targets and Payout Schedule. Payouts will be interpolated for achievement levels falling between those in the schedule. Financial results from acquisitions are excluded from the calculations in the year of acquisition. Financial results from divestitures will be included in the calculations; however, the EBITDA and Cash Flow targets relating to the divested businesses will be prorated to reflect only that portion of the year prior to the divestiture. Financial results from businesses classified as discontinued operations will be included in the calculations. Financial results will exclude (i) certain currency and hedging-related gains and losses, (ii) gains and losses from asset disposals, and (iii) items that are outside the scope of the Company’s core, on-going business activities, including changes to the Company’s capital allocation priorities and related uses of cash. EBITDA and Cash Flow are adjusted for all items of gain, loss, or expense for the fiscal year, as determined in accordance with GAAP, (i) from non-cash impairments, (ii) related to loss contingencies identified in footnotes to the financial statements in the Company’s 2024 Form 10-K, (iii) related to the disposal of a segment of a business, or (iv) related to a change in accounting principle.

2025 Corporate Targets and Payout Schedule				
EBITDA			Cash Flow	
Achievement	Payout		Achievement	Payout
<\$325.04M	0%		<\$ 232.8M	0%
\$325.04M	50%	Threshold	\$ 232.8M	50%
\$406.30M	100%	Target	\$291.00M	100%
\$507.88M	200%	Maximum	\$363.75M	200%

Profit Center Participants. Messrs. Hagale and Smith are Profit Center Participants. Achievement for EBITDA and FCF targets for Profit Center Participants is determined by aggregate 2025 financial results for the Profit Centers for which the participant is responsible. For Profit Center Participants, no awards are paid for achievement below the established EBITDA and FCF thresholds. The EBITDA and FCF payouts are each capped at 200%.

Below are the 2025 Profit Center Targets for Messrs. Hagale (Bedding Products) and Smith (combined Specialized Products and Furniture, Flooring & Textile Products). Payouts will be interpolated for achievement levels falling between those in the schedule. Financial results for each profit center may include a critical compliance adjustment, ranging from a potential 5% increase for exceptional safety

performance to a 20% deduction for critical compliance failures. Financial results from acquisitions are excluded from the calculations in the year of acquisition. Financial results from divestitures will be included in the calculations; however, the EBITDA and FCF targets relating to the divested businesses will be prorated to reflect only the portion of the year prior to the divestiture. Financial results from businesses classified as discontinued operations will be included in the calculations.

Financial results will exclude (i) results from non-operating branches, (ii) certain currency and hedging-related gains and losses, (iii) gains and losses from asset disposals, (iv) items that are outside the scope of the Company's core, on-going business activities or relating to any other special events or change in business conditions, including changes to the Company's capital allocation priorities and related uses of cash, and (v) the impact of corporate allocations. EBITDA and FCF are adjusted for all items of gain, loss, or expense for the fiscal year, as determined in accordance with GAAP, (i) from non-cash impairments, (ii) related to loss contingencies identified in footnotes to the financial statements in the Company's 2024 Form 10-K, (iii) related to the disposal of a segment of a business, or (iv) related to a change in accounting principle.

Segment	2025 Profit Center Targets					
	EBITDA			Free Cash Flow		
	Threshold 50% Payout	Target 100% Payout	Maximum 200% Payout	Threshold 50% Payout	Target 100% Payout	Maximum 200% Payout
Bedding Products	\$121.60M	\$152.00M	\$190.00M	\$ 95.70M	\$119.70M	\$149.60M
Specialized Products	\$129.10M	\$161.40M	\$201.80M	\$109.70M	\$137.10M	\$171.40M
Furniture, Flooring & Textile Products	\$ 98.8M	\$123.50M	\$154.40M	\$ 68.20M	\$ 85.20M	\$106.50M

The definitions of EBITDA, Cash Flow and Free Cash Flow and a sample calculation are included in the [2025 KOIP Award Formula](#), which is attached and incorporated herein by reference as **Exhibit 10.2**.

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

Each year, equity-based long-term incentive ("LTI") awards are granted to our named executive officers and other executives of the Company. Each named executive officer has an LTI award multiple (approved by the Committee), which is allocated between performance stock units ("PSUs") making up 60% of the overall 2025 LTI award and restricted stock units ("RSUs") making up 40% of the overall 2025 LTI award. The number of PSUs and RSUs to be granted to each executive is determined by multiplying the executive's 2025 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 2024 fourth quarter earnings release. Below are the 2025 LTI award multiples set by the Committee on February 25, 2025, and the 2024 LTI award multiples set by the Committee on February 26, 2024, for our named executive officers:

Named Executive Officers ¹	2024 LTI Multiple	2025 LTI Multiple
Karl G. Glassman , <i>President & CEO</i>	570%	570%
Benjamin M. Burns , <i>EVP & CFO</i>	200%	200%
J. Tyson Hagale , <i>EVP, President – Bedding Products</i>	200%	200%
R. Samuel Smith, Jr. , <i>EVP, President – Specialized Products and Furniture, Flooring & Textile Products</i>	150%	200%
Jennifer J. Davis , <i>EVP & General Counsel</i>	170%	170%

¹ J. Mitchell Dolloff had an award multiple of 460% in 2024. His 2024 PSUs and RSUs will vest in accordance with the Consulting Agreement referenced above. Messrs. Douglas, Tate and Henderson did not receive PSUs or RSUs in 2024 or 2025.

The PSUs will be granted pursuant to the Company's [2025 Form of Performance Stock Unit Award Agreement](#), attached hereto and incorporated herein by reference as **Exhibit 10.4**. The RSUs will be granted pursuant to the Company's [2021 Form of Restricted Stock Unit Award Agreement](#), filed February 24, 2021 as Exhibit 10.6 to the Company's Form 8-K, which is incorporated herein by reference.

Adoption of the Company's Form of Performance Stock Unit Award Agreement

On February 26, 2025, the Committee adopted the Company's Form of Performance Stock Unit Award Agreement for 2025 (the "*2025 Form of PSU Award*"). The Committee set the performance criteria in the 2025 Form of PSU Award to include two performance objectives. The executives' base payout percentage will be determined by the level of achievement of the performance objectives, but will be adjusted by applying a multiplier based on Relative TSR. The payout percentage is capped at 200%.

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

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

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

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

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

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

EBITDA \$	EBITDA Vesting %		ROIC %	ROIC Vesting %
<\$1,065.6M	0%		<8.4%	0%
\$1,065.6M	50%	Threshold	8.4%	50%
\$1,332.0M	100%	Target	10.5%	100%
\$1,665.0M	200%	Maximum	13.1%	200%

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

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

The multiplier will be interpolated for results falling between the levels shown. The terms and conditions related to the calculations of EBITDA and ROIC can be found in the [2025 Form of PSU Award](#) attached hereto and incorporated herein as **Exhibit 10.4**.

General Terms and Conditions

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

Fifty percent (50%) of the vested PSU award will be paid out in cash, and the Company intends to pay out the remaining fifty percent (50%) in shares of Company common stock, although the Company reserves the right, except for distributions to persons subject to Section 16 of the Securities Exchange Act of 1934, as amended, to pay up to one hundred percent (100%) in cash. The awards will be paid following the end

of the Performance Period but no later than March 15 of the year following the Performance Period. Cash will be paid equal to the number of vested PSUs multiplied by the closing market price of Company common stock on the last business day of the Performance Period. Shares will be issued on a one-to-one basis for vested PSUs. Both the amount of cash paid, and number of shares issued, will be reduced for applicable tax withholding. PSUs may not be transferred, assigned, pledged, or otherwise encumbered, and have no voting or dividend rights.

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

The foregoing is only a summary of the 2025 Form of Performance Stock Unit Award Agreement and is qualified in its entirety by reference to the [2025 Form of PSU Award](#), which is filed as **Exhibit 10.4** to this Form 8-K and is incorporated herein by reference.

Grant of Performance Stock Units

On February 28, 2025, the Company granted PSU awards to our named executive officers under the [2025 Form of PSU Award](#). The number of PSUs granted to the executive was determined by multiplying the executive's 2025 annual base salary by 60% of the LTI award multiple (approved by the Committee) and dividing this amount by the average closing share price of the Company's common stock for the 10 trading days following the prior year fourth quarter earnings release. The PSUs were granted to our named executive officers in the amounts shown below:

<u>Named Executive Officer¹</u>	<u>Threshold Payout of PSUs (50% Payout)²</u>	<u>Base Award Target Payout of PSUs (100% Payout)</u>	<u>Maximum Payout of PSUs (200% Payout)</u>
Karl G. Glassman, President & CEO	225,279	450,558	901,116
Benjamin M. Burns, EVP & CFO	37,198	74,396	148,792
J. Tyson Hagale, EVP, President – Bedding Products	37,198	74,396	148,792
R. Samuel Smith, Jr., EVP, President – Specialized Products and Furniture, Flooring & Textile Products	32,548	65,096	130,192
Jennifer J. Davis, EVP & General Counsel	25,822	51,643	103,286

¹ Messrs. Dolloff, Douglas, Tate, and Henderson did not receive a grant of PSUs in 2025.

² If EBITDA and ROIC are achieved at their respective thresholds, and the Relative TSR Multiplier is 1.00, the payout percentage would be 50%.

Grant of Restricted Stock Units

On February 28, 2025, the Company granted RSUs to our named executive officers in the amounts shown below. The number of RSUs granted to each executive was determined by multiplying the executive's 2025 annual base salary by 40% of the LTI award multiple (approved by the Committee) and dividing this amount by the average closing share price of the Company's common stock for the 10 trading days following the prior year fourth quarter earnings release.

Named Executive Officer¹	RSU Award
Karl G. Glassman, President & CEO	300,372
Benjamin M. Burns, EVP & CFO	49,597
J. Tyson Hagale, EVP, President – Bedding Products	49,597
R. Samuel Smith, Jr., EVP, President – Specialized Products and Furniture Flooring & Textile Products	43,397
Jennifer J. Davis, EVP & General Counsel	34,429

¹ Messrs. Dolloff, Douglas, Tate and Henderson did not receive a grant of RSUs in 2025.

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

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

The PSU and RSU awards are granted under the Company's [Flexible Stock Plan](#), as amended and restated effective May 8, 2024, filed March 28, 2024 as an Appendix to the Company's Proxy Statement for the Annual Meeting of Shareholders, which is incorporated herein by reference.

(d) Exhibits.

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1*,**	Summary Sheet of Executive Cash Compensation
10.2*,**	2025 Award Formula under the Company's Key Officers Incentive Plan
10.3**	Key Officers Incentive Plan, amended and restated, effective February 26, 2024, filed February 28, 2024 as Exhibit 10.2 to the Company's Form 8-K, is incorporated by reference.
10.4*,**	2025 Form of Performance Stock Unit Award Agreement
10.5**	2021 Form of Restricted Stock Unit Award Agreement, filed February 24, 2021 as Exhibit 10.6 to the Company's Form 8-K, is incorporated by reference.
10.6**	Company's Flexible Stock Plan, as amended and restated effective May 8, 2024, filed March 28, 2024 as an Appendix to the Company's Proxy Statement, is incorporated by reference.
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.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

LEGGETT & PLATT, INCORPORATED

Date: February 28, 2025

By: /s/ JENNIFER J. DAVIS

Jennifer J. Davis
Executive Vice President –
General Counsel

SUMMARY SHEET OF EXECUTIVE CASH COMPENSATION

This Summary Sheet contains (i) the 2024 annual base salary rates and target percentages adopted on February 26, 2024, under the Key Officers Incentive Plan (“KOIP”) for our Named Executive Officers, except for Karl G. Glassman, whose salary and target percentage was adopted on May 20, 2024, and (ii) the 2025 annual base salary rates and target percentages adopted on February 25, 2025, under the KOIP for our Named Executive Officers, as follows:

Named Executive Officers ¹	2024 Annual Base Salary Rate	2025 Annual Base Salary Rate
Karl G. Glassman², President & CEO	\$ 1,275,000	\$ 1,275,000
Benjamin M. Burns, EVP & CFO	\$ 550,000	\$ 600,000
J. Tyson Hagale, EVP, President – Bedding Products	\$ 580,000	\$ 600,000
R. Samuel Smith, Jr.³, EVP, President – Specialized Products and Furniture, Flooring & Textile Products	\$ 500,000	\$ 525,000
Jennifer J. Davis, EVP & General Counsel	\$ 470,000	\$ 490,000

- ¹ J. Mitchell Dolloff was the Company’s President & CEO until May 20, 2024. His base salary rate was \$1,120,000 until his departure. Mr. Dolloff entered into a Transition and Consulting Agreement (“*Consulting Agreement*”) with the Company that provides for certain consulting fees equal to his 2024 base salary for 12 months ending May 20, 2025. The Consulting Agreement was filed May 21, 2024 as Exhibit 10.4 to the Company’s Form 8-K. Scott S. Douglas was the Company’s SVP & General Counsel through December 31, 2023 and retired from the Company on February 2, 2024. Mr. Douglas’ annual base salary rate was \$251,000 in 2024 until his retirement. Jeffrey L. Tate was the Company’s EVP & CFO, who departed the Company on June 21, 2023. Steven K. Henderson was the Company’s EVP, President – Specialized Products and Furniture, Flooring & Textile Products until his retirement on April 1, 2024. His base salary rate in 2024, until retirement, was \$560,000. Messrs. Dolloff, Douglas, Tate, and Henderson were listed as Named Executive Officers in the Company’s 2024 proxy statement. None of these executives are currently employed by the Company. Mr. Smith and Ms. Davis are included because they are expected to be listed as Named Executive Officers in the Company’s 2025 proxy statement.
- ² On May 20, 2024, the Company’s Board of Directors appointed Mr. Glassman as President & CEO.
- ³ Mr. Smith was promoted to EVP, President-Furniture, Flooring & Textile Products on August 6, 2024, at which time his base salary rate was increased from \$400,000 to \$500,000.

Except as provided below, the Named Executive Officers were eligible to receive an annual cash incentive for 2024, and Messrs. Glassman, Burns, Hagale, and Smith, and Ms. Davis will be eligible to receive an annual cash incentive for 2025 under the KOIP (filed February 28, 2024, as Exhibit 10.2 to the Company’s Form 8-K). The 2025 KOIP Award Formula is attached as Exhibit 10.2 to the Company’s Form 8-K filed February 28, 2025. The cash award for 2024 was calculated, and for 2025 will be calculated, by multiplying the executive’s annual base salary at the end of the KOIP plan year by a percentage set by the Human Resources and Compensation Committee (the “*Target Percentage*”), then applying the award formula adopted by the Committee for the respective year. The Award Formulas in 2024 and 2025 established two performance criteria: (i) Earnings Before Interest, Taxes, Depreciation, and Amortization (65% Relative Weight) and Cash Flow for Messrs. Glassman, Burns, and Ms. Davis, or Free Cash Flow for Messrs. Hagale and Smith (35% Relative Weight).

Except as noted below, the Target Percentages for 2024 and 2025 for our Named Executive Officers are shown in the following table.

Named Executive Officers¹	2024 KOIP Target Percentage	2025 KOIP Target Percentage
Karl G. Glassman², President & CEO	135%	135%
Benjamin M. Burns, EVP & CFO	80%	80%
J. Tyson Hagale, EVP, President – Bedding Products	80%	80%
R. Samuel Smith, Jr.³, EVP, President – Specialized Products and Furniture, Flooring & Textile Products	75%	80%
Jennifer J. Davis, EVP & General Counsel	70%	70%

- ¹ J. Mitchell Dolloff was the Company's President & CEO until May 20, 2024. His 2024 KOIP Target Percentage was 135%. Mr. Dolloff will continue to receive a prorated bonus payment under KOIP pursuant to the Consulting Agreement based on the number of days employed prior to his departure. Messrs. Douglas, Tate, and Henderson did not participate in the KOIP in 2024 and will not participate in 2025.
- ² Mr. Glassman was appointed President & CEO on May 20, 2024, at which time his 2024 KOIP Target Percentage was set at 135%. His payout under the KOIP will be prorated to reflect his partial year of employment in 2024.
- ³ Mr. Smith was promoted to EVP, President-Furniture, Flooring & Textile Products on August 6, 2024, at which time his Target Percentage was increased from 65% to 75%.

**2025 AWARD FORMULA
FOR THE
KEY OFFICERS INCENTIVE PLAN**

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

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

For the Performance Period commencing January 1, 2025 and ending December 31, 2025, Awards under the Plan will be determined by achievement of the following Performance Objectives.

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

Award Formula for Corporate Participants

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

EBITDA = Earnings before interest, taxes, depreciation and amortization

Cash Flow = Earnings Before Interest Taxes Depreciation and Amortization (EBITDA) ± Change in Working Capital¹ + Non-Cash Impairments – Capital Expenditures

¹ Change in Working Capital, excluding cash and current maturities of long-term debt, from December 31, 2024 to December 31, 2025, as reflected on the Company’s Consolidated Balance Sheets

Achievement of EBITDA and Cash Flow targets for Corporate Participants is determined by the Company’s aggregate 2025 financial results. Financial results from acquisitions are excluded from calculations in the year of acquisition. Financial results from businesses divested during the year will be included in the calculations; however, the EBITDA and Cash Flow targets relating to the divested businesses will be prorated to reflect only that portion of the year prior to the divestiture. Financial results from businesses classified as discontinued operations will be included in the calculations. Financial results will exclude (i) certain currency and hedging-related gains and losses, (ii) gains and losses from asset disposals, and (iii) items that are outside the scope of the Company’s core, on-going business activities, including changes to the Company’s capital allocation priorities and related uses of cash.

EBITDA and Cash Flow shall be adjusted for all items of gain, loss or expense for the fiscal year, as determined in accordance with standards established under Generally Accepted Accounting Principles, (i) from non-cash impairments; (ii) related to loss contingencies identified in footnotes to the financial statements in the Company's 2024 10-K; (iii) related to the disposal of a segment of a business; or (iv) related to a change in accounting principle.

Achievement targets and payout percentages for Corporate Participants' EBITDA and Cash Flow are set forth below. No Awards are paid for EBITDA achievement below \$325.04 million or Cash Flow below \$232.80 million. The EBITDA and Cash Flow payouts are each capped at 200%. Payouts will be interpolated for achievement levels falling between those set out in the schedule.

2025 Corporate Targets and Payout Schedule

EBITDA			Cash Flow	
Achievement	Payout		Achievement	Payout
<\$325.04M	0%		<\$232.80M	0%
\$325.04M	50%	Threshold	\$232.80M	50%
\$406.30M	100%	Target	\$291.00M	100%
\$507.88M	200%	Maximum	\$363.75M	200%

Award Formula for Profit Center Participants

EBITDA = Earnings Before Interest Taxes Depreciation and Amortization

FCF = EBITDA (adjusted for currency effects) $\pm$ Change in Working Capital¹ + Non-Cash Impairments – Capital Expenditures

¹ Change in Working Capital from December 31, 2024 to December 31, 2025, excluding cash, current maturities of long-term debt, and balance sheet items not directly related to on-going Profit Center activity, such as interest receivable and payable, income tax receivable and payable, current deferred taxes assets and liabilities, and dividends payable.

Achievement of EBITDA and FCF targets for Profit Center Participants is determined by aggregate 2025 financial results for the Profit Centers for which the Participant is responsible. Financial results from acquisitions are excluded from calculations in the year of acquisition. Financial results from businesses divested during the year will be included in the calculations; however, the EBITDA and FCF targets relating to the divested businesses will be prorated to reflect only that portion of the year prior to the divestiture. Financial results from businesses classified as discontinued operations will be included in the calculations. Financial results will exclude (i) results from non-operating branches, (ii) certain currency and hedging-related gains and losses, (iii) gains and losses from asset disposals, (iv) items that are outside the scope of the Company's core, on-going business activities or relating to any other special events or change in business conditions, including changes to the Company's capital allocation priorities and related uses of cash, and (v) the impact of corporate allocations.

EBITDA and FCF shall be adjusted for all items of gain, loss or expense for the fiscal year, as determined in accordance with standards established under Generally Accepted Accounting Principles, (i) from non-cash impairments; (ii) related to loss contingencies identified in footnotes to the financial statements in the Company’s 2024 10-K; (iii) related to the disposal of a segment of a business; or (iv) related to a change in accounting principle.

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

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

2025 Profit Center Targets

Segment	EBITDA			Free Cash Flow		
	Threshold	Target	Maximum	Threshold	Target	Maximum
	50% Payout	100% Payout	200% Payout	50% Payout	100% Payout	200% Payout
Bedding Products	\$121.60M	\$152.00M	\$190.00M	\$ 95.70M	\$119.70M	\$149.60M
Specialized Products	\$129.10M	\$161.40M	\$201.80M	\$109.70M	\$137.10M	\$171.40M
Furniture, Flooring & Textile Products	\$ 98.8M	\$123.50M	\$154.40M	\$ 68.20M	\$ 85.20M	\$106.50M

Sample Calculation

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

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

2025 PERFORMANCE STOCK UNIT AWARD AGREEMENT
(3-Year Performance Period)

Congratulations! On _____, 2025, 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 – 2025-2027 Performance Stock Unit Award* (the “*Terms and Conditions*”).

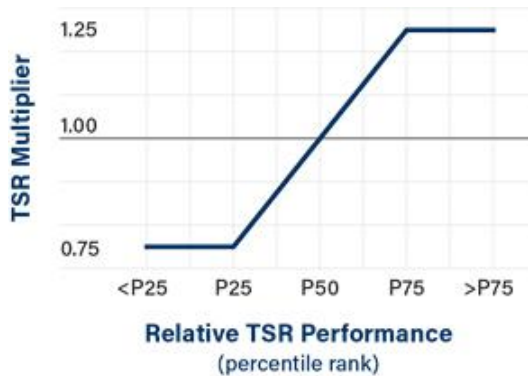
You have been granted a base award of Performance Stock Units as reflected in your Morgan Stanley account. The number of PSUs for your base Award was determined by multiplying your current annual base salary by your Award multiple (set by Senior Management and approved by the Compensation Committee) and dividing this amount by the average closing share price of the Company’s stock for the 10 trading days following the 2024 fourth quarter earnings release.

A percentage of your base award, not to exceed 200%, will vest on December 31, 2027, and will be paid out by March 15, 2028. Fifty percent of your vested Award will be paid out in cash, and the Company intends to distribute the remaining 50% in shares of the Company’s common stock.

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

EBITDA \$	EBITDA Vesting %		ROIC %	ROIC Vesting %
<\$1,065.6M	0%		<8.4%	0%
\$1,065.6M	50%	Threshold	8.4%	50%
\$1,332.0M	100%	Target	10.5%	100%
\$1,665.0M	200%	Maximum	13.1%	200%

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



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

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

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

Accepted and Agreed:

Date: _____

2025-2027 TERMS AND CONDITIONS - PERFORMANCE STOCK UNIT AWARD

1. **Performance Period.** Your payout under this Performance Stock Unit Award (the “Award”) will depend on (i) the base award shown on your Award Agreement and (ii) the Company’s performance during the three-year period beginning January 1, 2025, and ending December 31, 2027 (the “Performance Period”).
2. **Performance Objectives and Payout Multiplier.** The payout under this Award is based upon the level of achievement of two performance objectives and a payout multiplier. The “Base Payout Percentage” of your Award is the aggregate of (i) 50% based upon the vesting percentage for the Company’s Earnings Before Interest, Taxes, Depreciation and Amortization (“EBITDA”) and (ii) 50% based upon the vesting percentage for the Company’s Return on Invested Capital (“ROIC”). The Base Payout Percentage will be adjusted by the Relative TSR Multiplier (described below) to determine your Award’s final payout percentage. The maximum payout percentage for the Award is 200%.

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

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

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

EBITDA \$		EBITDA Vesting %
<\$1,065.6M		0%
\$1,065.6M	Threshold	50%
\$1,332.0M	Target	100%
\$1,665.0M	Maximum	200%

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

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

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

ROIC Achievement		ROIC Payout
<8.4%		0%
8.4%	Threshold	50%
10.5%	Target	100%
13.1%	Maximum	200%

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

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

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

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

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.

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, 2027 (the “*Vesting Date*”). Fifty percent (50%) of your vested Award will be paid out in cash (the “*Cash Portion*”), and the Company intends to pay out the remaining fifty percent (50%) in shares of the Company’s common stock (the “*Stock Portion*”), although the Company reserves the right, except for distributions to persons subject to Section 16 of the Securities Exchange Act of 1934 (a “*Section 16 Officer*”), to pay up to one hundred percent (100%) of the vested Award in cash. Your vested Award will be paid out as soon as reasonably practicable following the end of the Performance Period but in no event later than March 15, 2028 (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 from January 1, 2025 to your termination.
- “*Retirement*” means a termination, other than for Cause (as defined below), occurring (i) on or after age 65, or (ii) on or after the date at which the combination of your age and your years of service with the Company or any company or division acquired by the Company is greater than or equal to 70 years.
- c. If your termination of employment during the Performance Period is due to death or Disability (as defined below), your Award will vest immediately at 100% of your Base Award and be payable within 60 days of such event.
- “*Disability*” means the inability to substantially perform your duties and responsibilities by reason of any accident or illness that can be expected to result in death or to last for a continuous period of not less than one year.
- d. The employment relationship will be treated as continuing intact while you are on military, sick leave or other bona fide leave of absence if (i) the Company does not terminate the employment relationship or (ii) your right to re-employment is guaranteed by statute or by contract.

5. *Change in Control*. If, during the Performance Period, a Change in Control of the Company (as defined in the Flexible Stock Plan, the “Plan”) occurs and your employment is terminated either (i) by the Company (for reasons other than Disability or Cause, as defined below) or (ii) by you for Good Reason (as defined below), then the Company (or its successor) will issue to you 200% of your Base Award, within thirty (30) days following your termination of employment (subject to delay until the first day of the first month that is more than six months following your separation from service to the extent required in Section 16.7 of the Plan, if you are a specified employee within the meaning of Section 409A of the Internal Revenue Code).
- a. *Termination by Company for Cause*. Termination for “Cause” under this Agreement shall be limited to the following:
- i. Your conviction of any crime involving money or other property of the Company or any of its affiliates (including entering any plea bargain admitting criminal guilt), or a conviction of any other crime (whether or not involving the Company or any of its affiliates) that constitutes a felony in the jurisdiction involved; or
 - ii. Your willful act or omission involving fraud, misappropriation, or dishonesty that (i) causes significant injury to the Company or (ii) results in significant personal enrichment to you at the expense of the Company; or
 - iii. Your continued, repeated, willful failure to substantially perform your duties; provided, however, that no discharge shall be deemed for Cause under this subsection (a) unless you first receive written notice from the Company advising you of specific acts or omissions alleged to constitute a failure to perform your duties, and such failure continues after you have had a reasonable opportunity to correct the acts or omissions so complained of.

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

- b. *Termination by Employee for Good Reason*. You may terminate your employment for “Good Reason” by giving notice of termination to the Company during the Performance Period following (i) any action or omission by the Company described in this Section or (ii) receipt of notice from the Company of the Company’s intention to take any such action or engage in any such omission. The actions or omissions which may lead to a termination of employment for Good Reason are as follows:
- i. A reduction by the Company in your base salary as in effect immediately prior to the Change in Control; or
 - ii. A change in your reporting responsibilities, titles or offices as in effect immediately prior to a Change in Control that results in a material diminution within the Company of title, status, authority or responsibility; or
 - iii. A material reduction in your target annual incentive opportunity as in effect immediately prior to the Change in Control, expressed as a percentage of base salary; or
 - iv. A requirement by the Company that you be based or perform your duties anywhere other than at the location immediately prior to the Change in Control, except for required travel on the Company’s business to an extent substantially consistent with your business travel obligations immediately prior to the Change in Control; or

- v. A material reduction in annual target value of your long-term incentive awards as in effect immediately prior to the Change in Control (with the value determined in accordance with generally accepted accounting standards); or
 - vi. A failure by the Company to obtain the assumption agreement to perform this Agreement by any successor as contemplated by Section 13 of this Agreement; or
 - vii. Any purported termination of your employment for Disability or for Cause that is not carried out pursuant to a notice of termination which satisfies the requirements of Section 5(c); and for purposes of this Agreement, no such purported termination shall be effective.
- c. Notice of Termination. Any purported termination by the Company of your employment shall be communicated by notice of termination to the other party. A notice of termination shall set forth, in reasonable detail, the facts and circumstances claimed to provide a basis for termination of employment under the Section so indicated.
- d. Date of Termination. The date your employment is terminated under Section 5 of this Agreement is called the “*Date of Termination*”. In cases of Disability, the Date of Termination shall be 30 days after notice of termination is given (provided that you shall not have returned to the performance of your duties on a full-time basis during such 30-day period). If your employment is terminated for Cause, the Date of Termination shall be the date specified in the notice of termination. If your employment is terminated for Good Reason, the Date of Termination shall be the date set out in the notice of termination, which shall be between 30 and 60 days following delivery of the notice of termination; provided, if, within 30 days of receipt of such notice, the Company takes such appropriate actions as are necessary to correct, reverse or cure the actions or omissions that you identify as causing Good Reason, then no Good Reason shall have occurred and the notice of termination shall be deemed withdrawn.
- Any dispute by a party hereto regarding a notice of termination delivered to such party must be conveyed to the other party within 30 days after the notice of termination is given. If the particulars of the dispute are not conveyed within the 30-day period, then the disputing party’s claims regarding the termination shall be forever deemed waived.
6. Transferability. The Performance Stock Units may not be transferred, assigned, pledged or otherwise encumbered until the underlying shares have been issued or settled in cash.
7. No Rights as Shareholder. You will not have the rights of a shareholder with respect to the Stock Portion of the Performance Stock Units until the underlying shares have been issued. You will not have the right to vote the shares or receive any dividends that may be paid on the underlying shares prior to issuance.
8. Withholding. You will recognize taxable income equal to the fair market value of the shares underlying the Stock Portion of the Award plus the dollar value of the Cash Portion of the Award on the Payout Date. This amount is subject to ordinary income tax and payroll tax. The Company will withhold (at the Company’s required withholding rate) any amount required to satisfy applicable tax laws (i) in cash from the Cash Portion of the payout and (ii) in shares from the Stock Portion of the payout.

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

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

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

If you violate the preceding paragraph, then you will pay to the Company any Award Gain you realized from this Award. “Award Gain” for the Cash Portion of your Award is equal to (i) the cash paid to you on the Payout Date of this Award (including the tax withholding), minus (ii) any non-refundable taxes paid by you as a result of the distribution. “Award Gain” for the Stock Portion of your Award is equal to (i) the number of shares distributed to you on the Payout Date of this Award times the fair market value of L&P stock on the Payout Date (including the tax withholding), minus (ii) any non-refundable taxes paid by you as a result of the distribution. In addition, the Company shall be entitled to seek a temporary or permanent injunction or other equitable relief against you for any breach or threatened breach of this Section from any court of competent jurisdiction, without the necessity of showing any actual damages or showing money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. Such equitable relief shall be in addition to, not in lieu of, any legal remedies, monetary damages, or other available forms of relief.

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

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

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

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

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

11. *Award Not Benefit Eligible*. This Award will be considered special incentive compensation and will not be included as earnings, wages, salary or compensation in any pension, retirement, welfare, life insurance or other employee benefit plan or arrangement of the Company.
12. *Plan Controls; Committee*. This Award is subject to all terms, provisions and definitions of the Plan, which is incorporated by reference. In the event of any conflict, the Plan will control over this Award. Upon request, a copy of the Plan will be furnished to you. The Plan is administered by a committee of non-employee directors or their designees (the "*Committee*"). The Committee's decisions and interpretations with regard to this Award will be binding and conclusive.
13. *Assignment*. The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to expressly assume and agree to perform this Award in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. Failure of the Company to obtain such agreement prior to the effectiveness of any such succession shall be a breach of this Award. As used in this Award, "*Company*" means (i) Leggett & Platt, Incorporated, its subsidiaries and affiliates, and (ii) any successor to its business and/or assets which executes and delivers the agreement provided for in this Section or which otherwise becomes bound by all the terms and provisions of this Award by operation of law.
14. *Section 409A*. The Company believes this Award constitutes a short-term deferral within the meaning of Section 409A of the Internal Revenue Code and the regulations thereunder. Notwithstanding anything contained in these terms and conditions, it is intended that the Award will at all times meet the requirements of Section 409A and any regulations or other guidance issued thereunder, and that the provisions of the Award will be interpreted to meet such requirements.

To the extent permitted by Section 409A, the Committee retains the right to delay a distribution of this Award if the distribution would violate securities laws or otherwise result in material harm to the Company.
15. *Data Privacy*. You acknowledge and agree that the Company may collect, use and share your personal information, including transferring the personal information to the United States (which may have different data privacy laws and protections than one's home country), to implement and administer the Award. This personal information may include, without limitation, your: employee identification number; national identification number; first and last names; home and other physical address; email

addresses; telephone and fax numbers; dates of birth; organization name, job title, and department name; reporting hierarchy; work history; performance ratings; and payroll information. The Company will collect, process, and transfer the personal information pursuant to a proper legal basis and with appropriate safeguards, and may disclose such information to non-agent third parties assisting the Company in administering the Award.

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

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

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

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