

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

FORM 10-K

(Mark One)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2000

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934 [NO FEE REQUIRED]

For the Transition period from to

Commission File Number 1-7845

LEGETT & PLATT, INCORPORATED
(Exact name of Registrant as specified in its charter)

Missouri 44-0324630
(State or other jurisdiction of (I.R.S. employer identification no.)
incorporation or organization)

No. 1 Leggett Road 64836
Carthage, Missouri (Zip code)
(Address of principal executive
offices)

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

SECURITIES REGISTERED PURSUANT TO SECTION 12(b) OF THE ACT:

Title of Each Class -----	Name of Each Exchange on Which Registered -----
Common Stock, \$.01 par value	New York Stock Exchange Pacific Stock Exchange
Preferred Stock Purchase Rights	New York Stock Exchange Pacific Stock Exchange

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (Sec. 229.405 of this chapter) is not contained herein, and will not be contained, to the best of Registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this form 10-K or any amendment to this Form 10-K.

The aggregate market value of the voting stock held by nonaffiliates of the Registrant was approximately \$3,327,728,221 on March 14, 2001.

There were 196,519,866 shares of the Registrant's common stock outstanding as of March 14, 2001.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the Registrant's definitive Proxy Statement for its Annual Meeting of Shareholders to be held May 9, 2001, are incorporated by reference into Part III of this report.

PART I

Item 1. Business.

The Company is a diversified manufacturer of a wide range of engineered products. It was incorporated in 1901 as the successor to a partnership formed in 1883 at Carthage, Missouri. That partnership was a pioneer in the development of steel coil bedsprings. The Company today serves markets for:

- . Residential Furnishings--components for bedding, furniture and other furnishings, as well as related consumer products.
- . Commercial Furnishings--retail store fixtures, displays, storage and material handling systems, components for office and institutional furnishings and plastic components.
- . Aluminum Products--die castings, custom tooling and dies, machining, coating and other value added processes and smelting of aluminum ingot.
- . Industrial Materials--drawn steel wire, specialty wire products and welded steel tubing.
- . Specialized Products--automotive seating suspension, control cable systems, and lumbar supports for automotive, office and residential applications, and specialized machinery and manufacturing equipment.

The term "Company," unless the context requires otherwise, refers to Leggett & Platt, Incorporated and its majority owned subsidiaries.

General Development of Business. The Company acquired twenty-one businesses during the year ended December 31, 2000 representing annualized sales of approximately \$450 million. These acquired businesses expanded annualized sales within the Company's business segments as follows: Residential Furnishings--\$75 million, Commercial Furnishings--\$175 million, Aluminum Products--\$10 million, Industrial Materials--\$45 million and Specialized Products--\$145 million.

Reference is also made to Note B of the Notes to Consolidated Financial Statements for further information about the Company's acquisitions.

Residential Furnishings. The Company's residential furnishings products include a broad line of components used by manufacturers to make finished bedding and residential furniture products. Examples of residential furnishings components manufactured by the Company include (i) innerspring units for mattresses, and wood frames, coils and modules for boxsprings; (ii) foam, textile and fiber cushioning materials, woven and non-woven construction fabrics for bedding, home furnishings and industrial applications; (iii) springs and seating suspensions for chairs, sofas and other residential furniture; (iv) steel mechanisms and hardware for reclining chairs, sleeper sofas and other types of motion furniture; and (v) other furniture supplies and cut-to-size dimension lumber.

The Company also manufactures or distributes finished residential furnishings. These finished products include bed frames, daybeds, headboards, adjustable electric beds, fashion beds, carpet underlay and non-slip coated fabrics.

Most of the Company's customers for residential furnishings manufacture finished bedding (mattresses and boxsprings) or upholstered and non-upholstered furniture for residential use. Finished residential furnishings are sold to bedding and furniture manufacturers for resale, or directly to retailers and distributors.

The Company's diverse range of components gives its residential furnishings manufacturer-customers access to a single source for most of their component needs. For example, a manufacturer of bedding can come to the Company for almost every component part of a mattress and boxspring, except the outer upholstery fabric. This same principle holds true for manufacturers of other residential furnishings such as upholstered recliner

chairs, sofas and loveseats. Because the Company has the advantage of long production runs and numerous production and assembly locations, it can generally produce component products more efficiently than its customers. Therefore, components customers can focus on the design, style and marketing of their various residential furnishings products, rather than the production of components.

Commercial Furnishings. The Company manufactures a variety of commercial furnishings products, including both finished products and components.

Finished commercial furnishings include point-of-purchase displays, store fixtures and shelving, racking, counters and carts used to store and handle materials and utility vehicle rack systems. Point-of-purchase displays and store fixtures, made of wood, metal, wire and plastics, are used by a wide range of customers, including manufacturers, distributors and retailers of branded consumer products. The Company has the ability to provide custom designed full store fixture packages as well as standardized shelving used by large retailers, grocery stores, discount chains and the like. Commercial storage products provide for the efficient storage, organization and handling of materials used in food service, health care and other applications. Customers for these storage products include retailers, restaurants, light industrial, and many other diverse businesses.

Commercial furnishings components include chair controls (devices which allow office chairs to be adjusted to height, tilt and swivel), chair bases, columns, backrests, casters and other components used by customers that manufacture office, institutional and other commercial furnishings. The Company also produces plastic components for commercial furnishings customers as well as customers that make lawn care products, power tools, and other consumer or commercial products.

Aluminum Products. The Company die casts aluminum components for use in a number of different industries primarily for non-automotive applications. Some zinc and magnesium die castings are also produced.

The Company's die casting products are sold to a diverse group of customers that manufacture industrial and consumer products. The Company's customers use these components in their production of gas barbecue grills, outdoor lighting fixtures, cable line amplifiers, wireless communications systems and other cable and telecommunication products, computer and electronics products, electric motors, consumer appliances, power tools, small to mid-size gasoline engines, mid-to-large size diesel engines, motorcycles, snowmobiles, ATVs, trucks and automobiles.

The Company also manufactures and refurbishes dies (also known as molds or tools) for all types and sizes of die casting machines. These complementary products are sold to customers that buy the Company's die castings and to others. The Company also provides extensive secondary machining, coating, sub-assembly and other value-added services.

In addition, the Company operates an aluminum smelting plant where aluminum ingot is produced from aluminum scrap. Some of this aluminum is used by the Company's die casting operations and the balance is sold to unaffiliated customers. In late 2000, the Company sold one plant which produced other forms of aluminum raw materials from scrap.

Industrial Materials. The Company produces drawn steel wire and welded steel tubing as well as specialty wire products. Drawn wire and welded steel tubing are important raw materials used widely in manufacturing the Company's products. For example, wire is used to make bedding and furniture components, commercial furnishings, automotive seating components and other products. Welded steel tubing is used in many of the same types of products, including furniture actuation mechanisms, store fixtures, displays, shelving and storage products and finished residential furnishings.

In addition to supplying the Company's needs for important materials, the Company sells drawn wire and welded steel tubing to a diverse group of industrial customers such as manufacturers of lawn and garden equipment, recreational equipment, mechanical springs, automotive interiors and other products.

Specialty wire products using wire drawn by the Company include wire ties that secure cotton bales and solid waste materials. Customers for these products include cotton gins, textile companies, recyclers and solid waste removal businesses. The Company also manufactures and sells tying heads of various types which customers use to tie wire.

Specialized Products. Two smaller business units are engaged in manufacturing specialized products. One concentrates on manufacturing components primarily for automotive interior applications. The other business unit designs, builds and sells specialized machinery and equipment. In the automotive area the Company manufactures seating suspension, lumbar support and control cable systems. Subcontractors to automobile manufacturers as well as the manufacturers themselves are the primary customers for these products. In the machinery area the Company manufactures highly automated quilting machines for fabrics used to cover mattresses and in other home furnishings applications, coilers used to fabricate springs of various types, industrial sewing machines and other equipment designed primarily for the assembly of bedding, including material handling systems and other products for factory automation. While manufacturers of bedding are the primary customers for the Company's machinery, the Company also designs and produces some of these specialized products for its own use.

The Company's products are sold and distributed primarily through its own sales personnel.

Reference is made to Note J of the Notes to Consolidated Financial Statements for further information concerning sales of each of the Company's business segments.

Foreign Operations. The majority of the Company's international operations are in Canada and primarily manufacture commercial furnishings and components for the Company's residential furnishings customers and lumbar supports primarily for the automotive industry. The Company's other international operations are primarily located in Europe and Mexico and involve (i) the sale of machinery and equipment designed to manufacture innersprings and other bedding related components, (ii) aluminum die casting, and (iii) the production of seating components, lumbar support products, commercial furnishings and bedding components. In 2000, the Company added facilities in Austria, Canada, Croatia, France, Germany, Mexico, Spain, Switzerland and the United Kingdom.

Reference is made to Note J of the Notes to Consolidated Financial Statements for further information concerning the Company's operations outside of the United States.

Raw Materials. The Company uses a variety of raw materials in manufacturing its products. Some of the Company's most important raw materials include steel rod, from which steel wire is drawn, woven and nonwoven fabrics, aluminum ingot, aluminum scrap, angle iron, coil and sheet steel, dimension lumber, textile scrap, foam chemicals, foam scrap, and plastic resin. Substantially all of the Company's requirements for steel wire, an important material in many of the Company's products, are supplied by Company-owned wire drawing mills. Examples of products produced using steel wire include residential furnishings such as innersprings and box springs, commercial furnishings such as displays, shelving and racks and automotive seating systems. The Company also produces, at various locations, for its own consumption and for sale to customers not affiliated with the Company, welded steel tubing, textile fibers, dimension lumber and aluminum ingot from scrap aluminum. Numerous supply sources for the raw materials used by the Company are available. The Company did not experience any significant shortages of raw materials during the past year.

Patents and Trademarks. The Company holds numerous patents concerning its various product lines. No single patent or group of patents is material to the Company's business as a whole. Examples of the Company's more significant trademarks include SEMI-FLEX(TM), LOK-Fast(TM) and DYNA-Lock(TM) (boxspring components and foundations); Mira-Coil(R) and Lura-Flex(TM) (mattress innersprings); Nova-Bond(R) and Flexnet(TM) (insulators for mattresses); ADJUSTA-MAGIC(R) (adjustable electric beds); Wallhugger(R) and Hi-Style(TM) (recliner chairs); SUPER SAGLESS(R) (motion and sofa sleeper mechanisms) and No-Sag(R) (sinuous wire).

Research and Development. The Company maintains research, engineering and testing centers at Carthage, Missouri, and also does research and development work at many of its other facilities. The Company is unable to precisely calculate the cost of research and development because the personnel involved in product and machinery development also spend portions of their time in several different areas. However, the Company believes the cost of research and development was approximately \$19 million in 2000, \$17 million in 1999 and \$12 million in 1998.

Employees. The Company has approximately 34,000 employees of whom approximately 26,000 are engaged in production. Approximately 29% of the Company's production employees are represented by labor unions. The Company did not experience any material work stoppage related to the negotiation of contracts with labor unions during 2000. Management is not aware of any circumstances which are likely to result in a material work stoppage related to the negotiations of any contracts expiring during 2001.

Competition. There are many companies offering products which compete with those manufactured and sold by the Company. The markets for the Company's products are highly competitive in all aspects. Given the diverse range of components and other products produced by the Company, the number of the companies competing with respect to any class or type of product varies over the Company's product range. There are also a number of maker-users (vertically integrated manufacturers) of many of the products the Company manufactures. The primary competitive factors in the Company's business include price, product quality and customer service.

To the best of the Company's knowledge, it is the largest supplier in the United States of a diverse range of components to the residential furnishings industry.

Seasonality. The Company's business is not significantly seasonal. For further information, see the discussion of "Seasonality" in Item 7, Management's Discussion and Analysis of Financial Condition and Results of Operations, beginning on page 11.

Backlog. The Company's relationship with its customers and its manufacturing and inventory practices do not provide for the traditional backlog associated with some manufacturing entities and no backlog data is regularly prepared or used by management.

Government Regulation. The Company's various operations are subject to federal, state, and local laws and regulations related to the protection of the environment, worker safety, and other matters. Environmental regulations include those relating to air and water emissions, underground storage tanks, waste handling, and the like. While the Company cannot forecast policies that may be adopted by various regulatory agencies, management believes that compliance with these various laws and regulations will not have a material adverse effect on the consolidated financial condition or results of operations of the Company.

Item 2. Properties.

The Company's most important physical properties are its manufacturing plants. Facilities manufacturing, assembling or distributing residential furnishings products are located in over thirty states as well as Canada, Europe, Asia, Australia, Brazil and Mexico. Commercial furnishings manufacturing plants and distribution facilities are located in nineteen states, Canada, Mexico and the United Kingdom. The Aluminum Products segment has die casting facilities in nine states and Mexico, die and tooling production facilities in Alabama, Minnesota and Missouri and a smelting operation in Alabama. Industrial Materials are produced at six wire drawing mills and three welded steel tubing plants and are manufactured in fifteen states, Canada and the United Kingdom. Specialized products and machinery are produced in facilities in the United States, Canada, Mexico, Argentina, China and Europe.

Most of the Company's major manufacturing plants are owned by the Company. The Company also conducts certain operations in leased premises. Terms of the leases, including purchase options, renewals and maintenance costs, vary by lease. For additional information regarding lease obligations, reference is made to Note F of the Notes to Consolidated Financial Statements.

Properties of the Company include facilities which, in the opinion of management, are suitable and adequate for the manufacture, assembly and distribution of its products. These properties are located to allow quick and efficient deliveries and necessary service to the Company's diverse customer base.

Item 3. Legal Proceedings.

The Company is a defendant in various workers' compensation, product liability, vehicle accident, employment, intellectual property, labor practices and other claims and legal proceedings, the resolution of which management believes will not have a material adverse effect on the consolidated financial condition or results of operations of the Company in the ordinary course of business.

The Company is party to a small number of proceedings in which a governmental authority is a party and which involve laws regulating the discharge of materials into the environment. These proceedings deal primarily with waste disposal site remediation. Management believes that potential monetary sanctions, if imposed in any or all of these proceedings, or any capital expenditures or operating expenses attributable to these proceedings, will not have a material adverse effect on the consolidated financial condition or results of operations of the Company.

Item 4. Submission of Matters to a Vote of Security Holders.

Not Applicable.

PART II

Item 5. Market for the Registrant's Common Equity and Related Shareholder Matters.

STOCK MARKET AND OWNERSHIP DATA

The Company's common stock is listed on the New York and Pacific stock exchanges with the trading symbol LEG. The table below highlights quarterly and annual stock market information for the last two years.

	Price Range		Volume of	Dividend
	High	Low	Shares Traded	Declared
2000				
Fourth Quarter.....	\$19.563	\$14.625	25,216,000	\$.11
Third Quarter.....	19.875	14.188	27,634,000	.11
Second Quarter.....	22.563	15.063	34,440,000	.10
First Quarter.....	21.813	15.250	34,425,000	.10
For the Year.....	\$22.563	\$14.188	121,715,000	\$.42
1999				
Fourth Quarter.....	\$24.188	\$18.625	40,107,000	\$.09
Third Quarter.....	28.000	19.438	19,910,000	.09
Second Quarter.....	28.313	19.438	21,907,600	.09
First Quarter.....	22.688	19.063	26,443,700	.09
For the Year.....	\$28.313	\$18.625	108,368,300	\$.36

Price and volume data reflect composite transactions and prices as reported daily. The Company was added to the S&P 500 Index in the fourth quarter of 1999 accounting for unusually high volume.

The Company had 17,107 shareholders of record on March 14, 2001.

Item 6. Selected Financial Data.

	2000	1999	1998	1997	1996
----- (Dollar amounts in millions, except per share data)					
Summary of Operations					
Net sales.....	\$4,276.3	\$3,779.0	\$3,370.4	\$2,909.2	\$2,466.2
Earnings from continuing operations.....	264.1	290.5	248.0	208.3	153.0
Earnings per share from continuing operations					
Basic.....	1.33	1.46	1.25	1.09	.84
Diluted.....	1.32	1.45	1.24	1.08	.83
Cash dividends declared per share.....	.42	.36	.315	.27	.23
	=====	=====	=====	=====	=====
Summary of Financial Position					
Total assets.....	\$3,373.2	\$2,977.5	\$2,535.3	\$2,106.3	\$1,712.9
Long-term debt.....	988.4	787.4	574.1	466.2	388.5
	=====	=====	=====	=====	=====

Merger related costs of \$16.4 after-tax, or \$.09 per basic and diluted share are included in 1996 earnings from continuing operations.

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations.

Capital Resources and Liquidity

The Company's financial position reflects management's capital policy guidelines. These guidelines are intended to ensure that corporate liquidity is adequate to support the Company's projected growth rate. Also, liquidity is necessary to finance the Company's ongoing operations in periods of economic downturn. In a normal operating environment, management intends to direct capital to ongoing operations, strategic acquisitions and other investments that provide opportunities for expansion and enhanced profitability.

The expansion of capital resources--debt and equity--is planned to allow the Company to take advantage of favorable capital market conditions, rather than respond to short-term needs. Such financial flexibility is considered more important than short-term maximization of earnings per share through excessive leverage. Therefore, management continuously provides for available credit in excess of near-term projected cash needs and has maintained a guideline for long-term debt as a percentage of total capitalization in a range of 30% to 40%.

Total Capitalization

The following table shows the Company's total capitalization at the end of the three most recent years. Also, the table shows the amount of unused committed credit available through the Company's revolving bank credit agreements and the amount of cash and cash equivalents at the end of the three most recent years.

	2000	1999	1998
	(Dollar amounts in millions)		
Long-term debt outstanding:			
Scheduled maturities.....	\$ 988.4	\$ 642.7	\$ 574.1
Average interest rates.....	6.8%	6.7%	6.6%
Average maturities in years.....	4.8	5.5	6.2
Revolving credit/commercial paper.....	--	144.7	--
	-----	-----	-----
Total long-term debt.....	988.4	787.4	574.1
Deferred income taxes and other liabilities.....	114.4	112.4	123.0
Shareholders' equity.....	1,793.8	1,646.2	1,436.8
	-----	-----	-----
Total capitalization.....	\$2,896.6	\$2,546.0	\$2,133.9
	=====	=====	=====
Unused committed credit:			
Long-term.....	\$ 215.0	\$ 52.8	\$ 217.5
Short-term.....	112.5	97.5	82.5
	-----	-----	-----
Total unused committed credit.....	\$ 327.5	\$ 150.3	\$ 300.0
	=====	=====	=====
Cash and cash equivalents.....	\$ 37.3	\$ 20.6	\$ 83.5
	=====	=====	=====

Cash provided by operating activities was \$440.8 million, \$370.8 million and \$354.9 million for 2000, 1999 and 1998, respectively, or a three year total of \$1,166.5 million. The increase in cash provided by operating activities during 2000 compared to the prior year principally reflects an increase in EBITDA (earnings before interest, taxes, depreciation and amortization), a reduction in current tax expense and a smaller increase in working capital (excluding acquisitions), partially offset by higher interest costs. During 1999, the increase in cash provided by operating activities principally reflected earnings improvements, offset somewhat by higher working capital requirements.

Long-term debt outstanding was 34.1%, 30.9% and 26.9% of total capitalization at the end of 2000, 1999 and 1998, respectively. As shown in the preceding table, obligations having scheduled maturities are the primary source of the Company's debt capital. At the end of 2000, these obligations consisted primarily of the Company's privately placed medium-term notes and tax-exempt industrial development bonds. In February 2000, \$350 million of 7.65% five-year notes were issued under a \$500 million shelf registration completed in November 1999. These notes were converted to variable rate notes under an interest rate swap agreement. The proceeds of the offering were used to pay down commercial paper and to fund the Company's capital expenditures and acquisition activity.

In the second and third quarters of 1999, the Company issued a total of \$104 million in medium-term notes, the proceeds of which were used to repay maturing notes and for acquisitions. In the first and second quarters of 1998, the Company issued a total of \$176 million in medium-term notes. Proceeds from the notes were used to repay commercial paper outstanding and to provide financing for acquisitions. A portion of the proceeds were temporarily held in cash and cash equivalents at December 31, 1998.

The secondary source of the Company's debt capital consists of revolving bank credit agreements and commercial paper issuances. Management has negotiated bank credit agreements and established a commercial paper program to continuously support the Company's projected growth and to maintain highly flexible sources of debt capital. The majority of the credit under these arrangements is a long-term obligation. If needed, however, the credit is available for short-term borrowings and repayments. To further facilitate the issuance of debt capital,

the Company has in effect a \$500 million shelf registration of debt. The current shelf registration restored to \$500 million the original amount of a shelf registration previously completed in November 1999. At the end of 2000, the Company had no commercial paper outstanding. Additional details of long-term debt, including scheduled maturities, revolving credit and commercial paper are discussed in Note E of the Notes to Consolidated Financial Statements.

Uses of Capital Resources

The Company's internal investments to modernize and expand manufacturing capacity totaled \$476.4 million in the last three years. In 2001, management anticipates internal investments will approximate \$150 million, down from the nearly \$170 million spent in 2000. During the last three years, the Company employed \$659.5 million in cash (net of cash acquired) and issued 4.2 million shares of common stock in acquisitions. During 2000, twenty-one businesses were acquired for \$252.3 million in cash (net of cash acquired) and 268,791 shares or share equivalents. In addition, the Company assumed \$123.4 million of acquisition companies' debt and other liabilities. Of the twenty-one 2000 acquisitions, eight were made in Residential Furnishings, six in Commercial Furnishings, one in Aluminum Products, two in Industrial Materials and four in Specialized Products. Additional details of acquisitions are discussed in Note B of the Notes to Consolidated Financial Statements. Additions, by segment, to property, plant and equipment and purchases of long-lived assets are shown in Note J of the Notes to Consolidated Financial Statements.

Company purchases of its common stock (net of issuances) totaled \$49.2 million in 2000, \$77.5 million in 1999, and \$8.5 million in 1998. These purchases were made primarily for employee stock plans, to replace shares issued in purchase acquisitions and to satisfy contractual obligations. The Board of Directors annually authorizes management, at its discretion, to buy up to 2,000,000 shares of Leggett stock for use in employee benefit plans. This authorization is continuously replenished as shares acquired are reissued for these benefit plans. In addition, management is authorized, again at its discretion, to repurchase any shares issued in acquisitions accounted for as purchases.

At the end of the third quarter 2000, the Board of Directors authorized management to buy up to an additional 10,000,000 shares of Leggett stock as part of the Company's performance improvement plan also announced at that time. No specific schedule of purchases has been established under this authorization. The amount and timing of any purchases will depend on availability of cash, economic and market conditions, acquisition activity and other factors.

Cash dividends on the Company's common stock in the last three years totaled \$207.6 million. Over this three-year period, cash dividends per share have increased at a 15.9% compounded annual rate. As a percent of earnings per share (diluted), cash dividends per share were 31.8% in 2000, 24.8% in 1999 and 25.4% in 1998.

Future commitments under lease obligations are described in Note F and contingencies are discussed in Note K of the Notes to Consolidated Financial Statements.

Short-term Liquidity

Working capital, excluding cash and acquisitions, increased over the prior year by \$30.8 million, \$96.1 million and \$56.9 million for the years 2000, 1999 and 1998, respectively. During the three-year period, the Company also assumed a total of \$143.2 million in working capital through acquisitions. During the last half of 2000, the Company concentrated on reducing working capital levels. Due to the softening in market demand discussed below under "Results of Operations", the desired reduction in inventory has not yet been achieved. The increase in working capital during 1999 and 1998 was due in large part to increased same location sales volume, with some inventory build-up at the end of 1999 due to anticipation of higher prices for certain key raw materials. The following table shows the annual turnover on average year-end working capital, trade receivables and inventories. The ratios may be affected by timing of the Company's acquisitions.

	2000	1999	1998
	----	----	----
Working capital turnover (excluding cash and cash equivalents).....	5.0x	5.2x	5.5x
Trade receivables turnover.....	7.2	7.3	7.2
Inventory turnover.....	5.0	5.1	5.4

Receivables turnover in the Aluminum Products segment is lower than in the other segments due principally to the seasonal nature of its gas barbecue grill business. Also, aluminum commitments to certain customers result in carrying higher levels of inventory than the Company's other segments. Recent acquisitions concentrated in the Commercial Furnishings and Specialized Products segments also contributed to reductions in working capital turnover and inventory turnover due to increased production time and extended delivery schedules in these businesses.

Results of Operations

Discussion of Consolidated Results

The results of operations during the last three years reflect various elements of the Company's long-term growth strategy, along with general economic trends and the specific market conditions. The Company's growth strategy continues to include internal initiatives and acquisitions which provide for increased market penetration and operating efficiencies and broader product lines. With a continuing emphasis on the development of new and improved products and advancements in production technologies, the Company is able to consistently offer high quality products, competitively priced.

For the years 2000, 1999 and 1998, sales increased 13.2%, 12.1% and 15.9%, respectively, while same location sales increased .2%, 2.9% and 3.8% for the same periods. Same location sales growth primarily reflected increases in unit volumes. Internal growth during 2000 was negatively impacted by reduced market demand across all segments, particularly in the last half of the year. Selling prices in 2000 for certain products include some recovery of higher raw material costs. Trends in the general economy were very favorable during 1999 and 1998, which had a positive impact on unit volume, although 1999 was also impacted by lower selling prices for certain products. Residential Furnishings accounted for 36.1% of the 2000 increase in consolidated sales and Commercial Furnishings accounted for 41.3% of the increase. In 1999, Residential Furnishings accounted for 41.4% of the consolidated sales increase over 1998 and Commercial Furnishings accounted for 37.9% of the increase.

The following table shows various measures of earnings as a percentage of sales for the last three years. It also shows the effective income tax rate and the ratio of earnings to fixed charges.

	2000	1999	1998
	----	----	----
Gross profit margin.....	25.4%	27.0%	25.9%
EBIT (Earnings before interest and taxes) margin.....	11.2	13.3	12.7
Net profit margin.....	6.2	7.7	7.4
Effective income tax rate.....	36.9	37.2	37.3
Ratio of earnings to fixed charges.....	6.4x	9.8x	9.6x

The Company's gross profit margin declined during 2000 after improvements in each of the previous two years. The decline in 2000 primarily reflected weakened demand in all of the Company's business segments, as well as lower than expected performance in the Company's Aluminum Products segment and some parts of the Residential and Commercial Furnishings segments. Production cutbacks, plant closure costs and a supplier disruption at a single plant contributed to reduced plant utilization and lower overhead absorption, which significantly impacted profit and EBIT margins. Margins were also reduced by increased medical expenses and higher energy costs. Higher interest expense during 2000 contributed to the decline in net margin. The lower effective tax rate in 2000 primarily reflects a reduction in foreign statutory rates.

The Company has begun implementation of its tactical plan announced at the end of the third quarter 2000, aimed at improving performance, margins and shareholder return. The primary objective of the tactical plan is to fix problems in underperforming businesses. Operations that cannot be fixed will be consolidated, closed or sold. In addition, the Company is reducing acquisitions and capital spending in operational areas that are underperforming. The Company expects to continue this tactical course for several quarters and possibly longer, as conditions warrant. Once performance improves, the Company expects to return to its traditional level of acquisition activity. The Company's strategic, long-term growth plans remain unchanged.

The increase in gross profit margin in 1999 reflected several favorable factors. These included continued increases in production efficiencies, increased sales of products with above average margins, lower material costs and better manufacturing overhead absorption. The EBIT margin also increased due to these factors, offset somewhat by higher operating costs as a percentage of sales. The higher operating expenses as a percentage of sales, which include some amount of fixed administrative and other costs, was impacted by the effect on sales of lower selling prices in certain product lines and higher operating costs in acquired companies as a percentage of sales.

Seasonality

The percent of consolidated net sales by quarter, excluding the impact of acquisitions, is as follows for the last three years:

	2000	1999	1998
	-----	-----	-----
First Quarter.....	24.7%	23.9%	23.6%
Second Quarter.....	25.4	25.6	25.1
Third Quarter.....	26.1	25.7	25.9
Fourth Quarter.....	23.8	24.8	25.4
	-----	-----	-----
Year.....	100.0%	100.0%	100.0%
	=====	=====	=====

The Company does not experience significant seasonality, however, as indicated in the above table, quarter-to-quarter sales can vary in proportion to the total year by 1-2%. Management estimates that this 1-2% sales impact can have, at current average net margins and considering overhead absorption, an approximately 5-10% plus or minus impact on quarter-to-quarter earnings. The timing of acquisitions and economic factors (e.g. the fourth quarter of 2000) in any year can distort the underlying seasonality in certain of the Company's businesses. For the Company's businesses in total, the second and third quarters have proportionately greater sales, while the first and fourth quarters are lower. This small seasonality has become somewhat more pronounced, with the fourth quarter particularly showing proportionately lower sales due to the growth of the store fixtures business of Commercial Furnishings.

Residential Furnishings and Commercial Furnishings typically have their strongest sales in the second and third quarters. Commercial Furnishings particularly has heavy third quarter sales of its store fixtures products, with the first and fourth quarters generally lower. Aluminum Products sales are proportionately greater in the first two calendar quarters due to gas barbecue grill castings. Industrial Materials sales peak in the third and fourth quarters from wire products used for baling cotton. Specialized Products has relatively little quarter-to-

quarter variation in sales, although the automotive business is somewhat heavier in the first two quarters of the year, and somewhat lower in the third quarter, due to model changeovers and plant shutdowns in the automobile industry during the summer.

Discussion of Segment Results

A description of the products included in each segment, segment sales, segment earnings before interest and taxes (EBIT) and other segment data appear in Note J of the Notes to Consolidated Financial Statements. Following is a comparison of EBIT margins (Segment EBIT divided by Total Segment Sales):

	2000	1999	1998
	----	----	----
Residential Furnishings.....	10.5%	11.2%	11.1%
Commercial Furnishings.....	11.2	16.2	17.8
Aluminum Products.....	6.7	9.6	6.3
Industrial Materials.....	13.8	14.5	11.2
Specialized Products.....	12.5	12.1	11.6

Residential Furnishings sales increased 9.2% in 2000, with same location growth of 2.4%. Numerous acquisitions accounted for the balance of the growth. EBIT increased 2.0%, with strong volume and efficiency gains in the first half of the year offset by softening industry demand, efforts to reduce finished goods inventory which resulted in lower production, and reduced overhead absorption and efficiency starting in the third quarter. For 1999, Residential Furnishings sales were up 9.6%, principally from acquisitions, although volume growth was also a significant factor. The growth in sales was negatively impacted by declining selling prices in certain product lines. EBIT increased 10.8% in 1999 versus 1998, and EBIT margin increased slightly as higher volume improved operating efficiencies and raw material costs were lower.

Commercial Furnishings sales increased 26.7% in 2000 due to numerous acquisitions. Same location sales were down 3.0% for the period, as some customers for store fixture, display, and storage products reduced purchases. EBIT declined 13.0% in 2000 due to demand shortfalls, reduced margins attributable to the changing mix of businesses, plant inefficiencies and a supplier disruption at a store fixture and design firm acquired in 1999. Plant restructuring costs and integration benefits from acquisitions that have not been fully realized also had a negative impact on EBIT margins. In 1999, Commercial Furnishings sales increased 25.0% over the prior year due primarily to acquisition activity. EBIT in 1999 improved 14.2% over 1998, but EBIT margin declined due to product mix, lower volume in certain product lines and the fact that the Company had not yet fully realized the integration benefits of the substantial acquisition activity in this segment.

Aluminum Products sales decreased .5% in 2000. Same location sales declined 1.6%, and were partially offset by one acquisition. Starting in the second quarter, reduced die cast component sales reflected weak market demand for a variety of consumer and industrial products, including castings for barbecue grills, diesel truck engine components, small gasoline engines, outdoor lighting and electrical products. EBIT decreased 30.6%, reflecting significantly reduced production in the second half of the year, plant under utilization, higher natural gas costs, smelting losses, and plant closure costs. In 1999, Aluminum Product sales increased 5.9%, principally from improved operations. This improvement was moderated by declining aluminum prices. EBIT increased 61.3% and EBIT margin improved from gains in operating efficiency and a shift to higher margin products at certain die cast facilities.

Industrial Materials sales in 2000 increased 8.4%, with same location growth of 2.5%. Acquisitions accounted for the balance of the sales growth. EBIT improved 3.7% in 2000, however, EBIT margins were down reflecting higher raw materials costs, primarily for steel rod and flat rolled steel used to make wire and welded steel tubing, and production inefficiencies. In 1999, Industrial Materials sales were 4.7% higher than 1998, principally reflecting acquisition related sales. The sales improvement was lower than unit volume gains as selling prices declined for drawn wire. EBIT improved 35.1% in 1999 and EBIT margin was better reflecting lower raw material prices and improved operating efficiencies.

Specialized Product sales increased 32.2% in 2000 due to acquisitions. Same location sales declined .3%. EBIT increased 36.1%, reflecting acquisitions, increased sales of specialized machinery with higher margins, and improved efficiencies. In 1999, Specialized Products sales increased 14.3%, due primarily to acquisitions. EBIT improved 19.2%, reflecting acquisition growth and higher automotive sales. EBIT margin was up somewhat from improved efficiencies and acquisitions.

New Financial Accounting Standards Board Statements

During 1998, the Financial Accounting Standards Board (FASB) issued a new accounting standard on "Accounting for Derivative Instruments and Hedging Activities" (FASB No. 133). In June 2000, the FASB issued Statement No. 138, which deferred implementation of FASB No. 133, which will become effective for the Company beginning January 1, 2001. FASB No. 133 will not have a major effect on the Company's financial statements since the Company has not engaged in significant hedging or other activities involving derivative instruments in the past.

Forward-Looking Statements

This report and other public reports or statements made from time to time by the Company or its management may contain "forward-looking" statements concerning possible future events, objectives, strategies, trends or results. Such statements are identified either by the context in which they appear or by use of words such as "anticipate," "believe," "estimate," "expect," or the like.

Readers are cautioned that any forward-looking statement reflects only the beliefs of the Company or its management at the time the statement is made. In addition, readers should keep in mind that, because all forward-looking statements deal with the future, they are subject to risks, uncertainties and developments which might cause actual events or results to differ materially from those envisioned or reflected in any forward-looking statement. Moreover, the Company does not have and does not undertake any duty to update or revise any forward-looking statement to reflect events or circumstances after the date on which the statement was made. For all of these reasons, forward-looking statements should not be relied upon as a prediction of actual future events, objectives, strategies, trends or results.

It is not possible to anticipate and list all of the risks, uncertainties and developments which may affect the future operations or performance of the Company, or which otherwise may cause actual events or results to differ from forward-looking statements. However, some of these risks and uncertainties include the following: the Company's ability to improve operations and realize cost savings, future growth of acquired companies, competitive and general economic and market conditions and risks, such as the rate of economic growth in the United States, inflation, government regulation, interest rates, taxation, and the like; risks and uncertainties which could affect industries or markets in which the Company participates, such as growth rates and opportunities in those industries, or changes in demand for certain products, etc.; and factors which could impact costs, including but not limited to the availability and pricing of raw materials, the availability of labor and wage rates, and fuel and energy costs.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk.

(Unaudited)
(Dollar amounts in millions)

Interest Rate

The table below provides information about the Company's debt obligations sensitive to changes in interest rates. The Company has no other significant financial instruments sensitive to changes in interest rates. The Company has not typically in the past used derivative financial instruments to hedge its exposure to interest rate changes. However, during 2000, \$350 of 7.65% fixed rate debt maturing in February 2005 and, in 1999, \$14 of

6.90% fixed rate debt maturing in June 2004 were issued and converted to variable rate debt by use of interest rate swap agreements. These swap agreements, which contain the same payment dates as the original issues, are used primarily by the Company to manage the fixed/variable interest rate mix of its debt portfolio, and are included as variable rate debt in the table below. Substantially all of the debt shown in the table below is denominated in United States dollars (U.S.\$). The fair value of fixed rate debt was not significantly different from its carrying value as of December 31, 2000, and was less than its carrying value by \$11.2 at December 31, 1999. The fair value of the fixed rate debt was calculated using the U.S. Treasury Bond rate as of December 31, 2000 and 1999 for similar remaining maturities, plus an estimated "spread" over such Treasury securities representing the Company's interest costs under its medium-term note program. The fair value of variable rate debt is not significantly different from its recorded amount.

Long-term debt as of December 31	Scheduled Maturity Date							2000	1999
	2001	2002	2003	2004	2005	Thereafter			
Principal fixed rate debt.....	\$50.0*	\$75.0	\$114.5	\$100.0	\$25.0	\$191.7	\$556.2	\$571.2	
Average interest rate.	7.22%	7.18%	6.27%	6.98%	7.00%	6.67%	6.78%	6.75%	
Principal variable rate debt.....	.5	3.4	2.3	14.5	350.5	31.5	402.7	193.4	
Average interest rate.	4.09%	4.82%	4.76%	6.98%	6.85%	4.93%	6.67%	5.85%	
Miscellaneous debt.....							35.4	26.6	
Total debt.....							994.3	791.2	
Less: current maturities*.....							(5.9)	(3.8)	
Total long-term debt..							\$988.4	\$787.4	
							=====	=====	

*The 2001 scheduled maturity is not included in current maturities, as the Company intends to refinance this note on a long-term basis either through reissuance or unused credit available under its revolving credit agreements.

Exchange Rate

The Company has not typically hedged foreign currency exposures related to transactions denominated in other than its functional currencies, although such transactions have not been material in the past. The Company may occasionally hedge firm commitments for certain machinery purchases, other fixed expenses or amounts due in foreign currencies related to its acquisition program. The decision by management to hedge any transactions is made on a case-by-case basis. The amount of forward contracts outstanding at December 31, 2000 was approximately \$8.3 (pay U.S. \$/receive Mexican Pesos) and the highest amount during 2000 was approximately \$65.8 (pay U.S. \$/receive Canadian Dollars).

The Company views its investment in foreign subsidiaries as a long-term commitment, and does not hedge any translation exposures. The investment in a foreign subsidiary may take the form of either permanent capital or notes. The Company's net investment in foreign subsidiaries subject to translation exposure at December 31 is as follows:

Functional Currency	2000	1999
Canadian Dollar.....	\$186.7	\$154.7
European Currencies.....	131.7	99.0
Mexican Peso.....	44.4	38.1
Other.....	12.7	10.0
	\$375.5	\$301.8
	=====	=====

Commodity Price

The Company does not generally use derivative commodity instruments to hedge its exposures to changes in commodity prices. The principal commodity price exposure is aluminum, of which the Company had an estimated \$50 and \$73 (at cost) in inventory at December 31, 2000 and 1999, respectively. The Company has purchasing procedures and arrangements with customers to mitigate its exposure to aluminum price changes. No other commodity exposures are significant to the Company.

Item 8. Financial Statements and Supplementary Data.

The Consolidated Financial Statements and supplementary data included in this Report are listed in Item 14 and begin immediately after Item 14.

Item 9. Changes In and Disagreements with Accountants on Accounting and Financial Disclosure.

Not applicable.

PART III

Item 10. Directors and Executive Officers of the Registrant.

Reference is made to the section entitled "Election of Directors" in the Company's definitive Proxy Statement for the Company's Annual Meeting of Shareholders to be held on May 9, 2001, said sections being incorporated by reference, for a description of the directors of the Company.

The following table sets forth the names, ages and positions of all executive officers of the Company. Executive officers are normally elected annually by the Board of Directors at the Meeting of Shareholders.

Name	Age	Position
----	---	-----
Harry M. Cornell, Jr.	72	Chairman of the Board
Felix E. Wright	65	Vice Chairman of the Board, President and Chief Executive Officer
David S. Haffner	48	Executive Vice President and Chief Operating Officer-- President, Commercial Furnishings and Specialized Products Segments
Jack D. Crusa	46	Senior Vice President--President, Industrial Materials Segment/President, Automotive Group
Bob L. Gaddy	60	Senior Vice President--Chairman and Chief Executive Officer, Aluminum Products Segment
Karl G. Glassman	42	Senior Vice President--President, Residential Furnishings Segment
Michael A. Glauber	57	Senior Vice President--Finance and Administration (Principal Financial Officer)
Robert G. Griffin	49	Senior Vice President--President, Fixture and Display Group
Robert A. Jefferies, Jr.	59	Senior Vice President--Mergers, Acquisitions and Strategic Planning
Ernest C. Jett	55	Vice President--General Counsel and Secretary
Allan J. Ross	54	Vice President, Accounting (Principal Accounting Officer)
Robert A. Wagner	50	Vice President--Mergers, Acquisitions and Strategic Planning

Subject to the employment agreements and severance benefit agreements listed as Exhibits to this Report, officers serve at the pleasure of the Board of Directors.

Harry M. Cornell, Jr. has served as Chairman of the Company's Board of Directors since 1982. He has served the Company in various capacities since 1950, including service as Chief Executive Officer from 1960 until 1999 and as President from 1960 to 1982.

Felix E. Wright is the Company's President and Chief Executive Officer. He also serves as Vice Chairman of the Company's Board of Directors. Mr. Wright has served the Company since 1959 including service as Chief Operating Officer from 1979 to 1999.

David S. Haffner was elected Chief Operating Officer of the Company in 1999. He has served as the Company's Executive Vice President since 1995. He previously served the Company as Senior Vice President from 1992 to 1995. Mr. Haffner joined the Company in 1983. Mr. Haffner is also President of the Commercial Furnishings and Specialized Products segments.

Jack D. Crusa has served the Company in various capacities since 1986, including service as Vice President and President--Automotive Components for the last five years. Mr. Crusa became Senior Vice President and President--Industrial Materials in 1999.

Bob L. Gaddy was elected Senior Vice President of the Company in 1996. Since that time, he has also served as Chairman and Chief Executive Officer of the Aluminum Products segment. Since 1993, Mr. Gaddy has served as Chairman of the Board and Chief Executive Officer of Pace Industries, Inc., a wholly owned subsidiary of the Company.

Karl G. Glassman has been employed by the Company in various capacities since 1982. Mr. Glassman became Vice President and President--Bedding Components in 1995 and became a Senior Vice President and President, Residential Furnishings in 1999.

Michael A. Glauber has served the Company since 1969. Mr. Glauber was named Senior Vice President, Finance and Administration in 1990.

Robert G. Griffin has been employed by the Company since 1992. Mr. Griffin was named Vice President and Director of Mergers, Acquisitions and Strategic Planning in 1995, President--Commercial Fixtures and Display Group in 1998 and Senior Vice President in 1999.

Robert A. Jefferies, Jr. has served as Senior Vice President, Mergers, Acquisitions and Strategic Planning of the Company since 1990. He previously served the Company as Vice President, General Counsel and Secretary from 1977-1990.

Ernest C. Jett was appointed General Counsel in 1997, and was elected Vice President and Secretary in 1995. He previously served the Company as Assistant General Counsel from 1979 to 1995 and as Managing Director of the Legal Department from 1991 to 1997.

Allan J. Ross has served the Company as Vice President, Accounting since 1993. In May 1996, Mr. Ross was designated by the Board of Directors as the Company's Principal Accounting Officer.

Robert A. Wagner has served as Vice President, Mergers, Acquisitions and Strategic Planning since 1998. Prior to joining the Company, Mr. Wagner was Vice President of Graco Inc., Minneapolis, Minnesota from 1991-1997, most recently serving as Vice President Asia Pacific and President Graco KK in Yokohama, Japan from 1995-1997.

Item 11. Executive Compensation.

The section entitled "Executive Compensation and Related Matters" in the Company's definitive Proxy Statement for the Company's Annual Meeting of Shareholders to be held on May 9, 2001, is incorporated by reference.

Item 12. Security Ownership of Certain Beneficial Owners and Management.

The section entitled "Ownership of Common Stock" in the Company's definitive Proxy Statement for the Company's Annual Meeting of Shareholders to be held on May 9, 2001, is incorporated by reference.

Item 13. Certain Relationships and Related Transactions.

The subsection entitled "Related Transactions" of the section entitled "Executive Compensation and Related Matters" in the Company's definitive Proxy Statement for the Company's Annual Meeting of Shareholders to be held on May 9, 2001 is incorporated by reference.

PART IV

Item 14. Exhibits, Financial Statement Schedules and Reports on Form 8-K.

1. Financial Statements and Financial Statement Schedule Covered by Report of Independent Accountants.

The Financial Statements listed below are included in this Report:

- . Consolidated Statements of Earnings for each of the years in the three year period ended December 31, 2000
- . Consolidated Balance Sheets at December 31, 2000 and 1999
- . Consolidated Statements of Cash Flows for each of the years in the three year period ended December 31, 2000
- . Consolidated Statements of Changes in Shareholders' Equity for each of the years in the three year period ended December 31, 2000
- . Notes to Consolidated Financial Statements
- . Schedule for each of the years in the three year period ended December 31, 2000

Schedule II--Valuation and Qualifying Accounts and Reserves

All other information schedules have been omitted as the required information is inapplicable, not required, or the information is included in the financial statements or notes thereto.

2. Exhibits--See Exhibit Index.

3. Reports on Form 8-K filed during the last quarter of 2000--A Form 8-K was filed December 13, 2000, Item 5 "Other Events" reported.

LEGGETT & PLATT, INCORPORATED AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF EARNINGS

	Year ended December 31		
	2000	1999	1998
(Dollar amounts in millions, except per share data)			
Net sales.....	\$4,276.3	\$3,779.0	\$3,370.4
Cost of goods sold.....	3,188.5	2,758.7	2,498.9
Gross profit.....	1,087.8	1,020.3	871.5
Distribution and handling expenses.....	175.5	150.7	134.3
Selling and administrative expenses.....	391.6	340.5	288.5
Amortization of excess cost of purchased companies and other intangibles.....	34.1	28.8	21.8
Other income (deductions), net.....	(5.8)	2.2	2.2
Earnings before interest and income taxes.....	480.8	502.5	429.1
Interest expense.....	66.3	43.0	38.5
Interest income.....	4.1	3.1	5.0
Earnings before income taxes.....	418.6	462.6	395.6
Income taxes.....	154.5	172.1	147.6
Net earnings.....	\$ 264.1	\$ 290.5	\$ 248.0
Earnings per share			
Basic.....	\$ 1.33	\$ 1.46	\$ 1.25
Diluted.....	\$ 1.32	\$ 1.45	\$ 1.24

The accompanying notes are an integral part of these financial statements.

LEGGETT & PLATT, INCORPORATED AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

ASSETS	December 31	
	2000	1999
	(Dollar amounts in millions, except per share data)	
Current Assets		
Cash and cash equivalents.....	\$ 37.3	\$ 20.6
Accounts and notes receivable, less allowance of \$16.3 in 2000 and \$13.3 in 1999.....	634.2	559.4
Inventories		
Finished goods.....	336.8	309.9
Work in process.....	89.2	63.2
Raw materials and supplies.....	255.5	238.2
LIFO reserve.....	(9.7)	(5.5)
Total inventories.....	671.8	605.8
Other current assets.....	62.0	70.4
Total current assets.....	1,405.3	1,256.2
Property, Plant and Equipment--at cost		
Machinery and equipment.....	1,176.7	1,050.9
Buildings and other.....	584.4	524.3
Land.....	61.7	53.5
Total property, plant and equipment.....	1,822.8	1,628.7
Less accumulated depreciation.....	804.4	713.7
Net property, plant and equipment.....	1,018.4	915.0
Other Assets		
Excess cost of purchased companies over net assets acquired, less accumulated amortization of \$88.8 in 2000 and \$67.3 in 1999.....	846.0	714.3
Other intangibles, less accumulated amortization of \$38.1 in 2000 and \$32.6 in 1999.....	49.3	45.2
Sundry.....	54.2	46.8
Total other assets.....	949.5	806.3
Total Assets.....	\$3,373.2	\$2,977.5
	=====	=====
LIABILITIES AND SHAREHOLDERS' EQUITY		

Current Liabilities		
Accounts payable.....	\$ 179.4	\$ 146.1
Accrued expenses.....	201.5	194.2
Other current liabilities.....	95.7	91.2
Total current liabilities.....	476.6	431.5
Long-Term Debt.....	988.4	787.4
Other Liabilities.....	42.5	43.9
Deferred Income Taxes.....	71.9	68.5
Shareholders' Equity		
Capital stock		
Preferred stock--authorized, 100,000,000 shares; none issued		
Common stock--authorized, 600,000,000 shares of \$.01 par value; issued 198,777,750 and 198,727,750 shares in 2000 and 1999, respectively.....	2.0	2.0
Additional contributed capital.....	423.5	424.8
Retained earnings.....	1,460.0	1,278.1
Accumulated other comprehensive income.....	(45.4)	(18.9)
Less treasury stock--at cost (2,680,551 and 1,847,456 shares in 2000 and 1999, respectively).....	(46.3)	(39.8)
Total shareholders' equity.....	1,793.8	1,646.2
Total Liabilities and Shareholders' Equity.....	\$3,373.2	\$2,977.5
	=====	=====

The accompanying notes are an integral part of these financial statements.

LEGGETT & PLATT, INCORPORATED AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

	Year ended December 31		
	2000	1999	1998
	(Dollar amounts in millions)		
Operating Activities			
Net earnings.....	\$ 264.1	\$ 290.5	\$ 248.0
Adjustments to reconcile net earnings to net cash provided by operating activities			
Depreciation.....	139.2	120.5	106.1
Amortization.....	34.1	28.8	21.8
Deferred income tax expense (benefit).....	13.1	(6.7)	17.3
Other.....	(1.8)	(4.3)	7.2
Other changes, excluding effects from purchases of companies			
(Increase) decrease in accounts receivable, net.....	(2.7)	5.0	(31.5)
(Increase) in inventories.....	(8.7)	(74.0)	(6.6)
(Increase) in other current assets.....	(1.7)	(4.7)	(7.2)
(Decrease) increase in current liabilities....	5.2	15.7	(.2)
Net Cash Provided by Operating Activities...	440.8	370.8	354.9
Investing Activities			
Additions to property, plant and equipment.....	(169.7)	(159.1)	(147.6)
Purchases of companies, net of cash acquired.....	(252.3)	(290.1)	(117.1)
Other.....	(15.2)	8.2	6.7
Net Cash Used for Investing Activities.....	(437.2)	(441.0)	(258.0)
Financing Activities			
Additions to debt.....	398.4	255.6	269.7
Payments on debt.....	(252.9)	(98.6)	(216.9)
Dividends paid.....	(78.6)	(69.1)	(59.9)
Issuances of common stock.....	4.7	4.0	5.0
Purchases of common stock.....	(53.9)	(81.5)	(13.5)
Other.....	(4.6)	(3.1)	(5.5)
Net Cash Provided by (Used for) Financing Activities.....	13.1	7.3	(21.1)
Increase (Decrease) in Cash and Cash Equivalents....	16.7	(62.9)	75.8
Cash and Cash Equivalents--Beginning of Year.....	20.6	83.5	7.7
Cash and Cash Equivalents--End of Year.....	\$ 37.3	\$ 20.6	\$ 83.5
Supplemental Information			
Interest paid.....	\$ 59.5	\$ 42.6	\$ 36.5
Income taxes paid.....	136.8	170.5	142.6
Liabilities assumed of acquired companies.....	123.4	106.7	118.9
Common stock issued for acquired companies.....	5.3	26.9	66.8
Common stock issued for employee stock plans.....	30.6	29.6	26.4

The accompanying notes are an integral part of these financial statements.

LEGGETT & PLATT, INCORPORATED AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY

	Year ended December 31		
	2000	1999	1998
	(Dollar amounts in millions, except per share data)		
Common Stock			
Balance, beginning of period.....	\$ 2.0	\$ 2.0	\$ 1.0
Two-for-one stock split.....	--	--	1.0
Balance, end of period.....	\$ 2.0	\$ 2.0	\$ 2.0
Additional Contributed Capital			
Balance, beginning of period.....	\$ 424.8	\$ 396.1	\$ 311.9
Common stock issued.....	14.3	37.8	87.3
Treasury stock issued.....	(16.9)	(11.9)	(6.2)
Tax benefit related to stock options.....	1.3	2.8	4.1
Two-for-one stock split.....	--	--	(1.0)
Balance, end of period.....	\$ 423.5	\$ 424.8	\$ 396.1
Retained Earnings			
Balance, beginning of period.....	\$1,278.1	\$1,058.7	\$ 871.3
Net earnings for the year.....	264.1	290.5	248.0
Retained earnings of pooled companies at date of acquisition.....	--	--	1.7
Cash dividends declared (per share: 2000--\$.42; 1999--\$.36; 1998--\$.315).....	(82.2)	(71.1)	(62.3)
Balance, end of period.....	\$1,460.0	\$1,278.1	\$1,058.7
Treasury Stock			
Balance, beginning of period.....	\$ (39.8)	\$ (1.8)	\$ (.1)
Treasury stock purchased.....	(59.0)	(88.5)	(19.7)
Treasury stock issued.....	52.5	50.5	18.0
Balance, end of period.....	\$ (46.3)	\$ (39.8)	\$ (1.8)
Accumulated Other Comprehensive Income			
Balance, beginning of period.....	\$ (18.9)	\$ (18.2)	\$ (10.1)
Foreign currency translation adjustment.....	(26.5)	(.7)	(8.1)
Balance, end of period.....	\$ (45.4)	\$ (18.9)	\$ (18.2)
Total Shareholders' Equity.....	\$1,793.8	\$1,646.2	\$1,436.8
Comprehensive Income			
Net earnings.....	\$ 264.1	\$ 290.5	\$ 248.0
Foreign currency translation adjustment (net of income tax expense (benefit): 2000--(\$3.3); 1999--(\$.8); 1998--\$2.2).....	(26.5)	(.7)	(8.1)
Total Comprehensive Income.....	\$ 237.6	\$ 289.8	\$ 239.9

The accompanying notes are an integral part of these financial statements.

LEGGETT & PLATT, INCORPORATED AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Dollar amounts in millions, except per share data)
December 31, 2000, 1999 and 1998

A--Summary of Significant Accounting Policies

Principles of Consolidation: The consolidated financial statements include the accounts of Leggett & Platt, Incorporated (Leggett & Platt) and its majority-owned subsidiaries (the Company). All intercompany transactions and accounts have been eliminated in consolidation.

Cash Equivalents: Cash equivalents include cash in excess of daily requirements which is invested in various financial instruments with original maturities of three months or less.

Sales Recognition: The Company primarily recognizes sales upon the shipment of its products. Exceptions to this policy are not significant and conform to industry practices. The Company generally bills customers for amounts to cover shipping and handling costs. These amounts are recognized as revenues and the related costs are included in operating expenses.

Inventories: All inventories are stated at the lower of cost or market. Cost includes materials, labor and production overhead. Cost is determined by the last-in, first-out (LIFO) method for approximately 50% of the inventories at December 31, 2000 and 1999. The first-in, first-out (FIFO) method is principally used for the remainder. The FIFO cost of inventories at December 31, 2000 and 1999 approximated replacement cost.

Depreciation, Amortization and Asset Impairment: Property, plant and equipment are depreciated by the straight-line method. The rates of depreciation range from 7% to 25% for machinery and equipment, 3% to 7% for buildings and 12% to 33% for other items. Accelerated methods are used for tax purposes. The excess cost of purchased companies over net assets acquired is amortized by the straight-line method over forty years. Other intangibles are amortized by the straight-line method over their estimated lives. The rates of amortization range from 5% to 33%. In accordance with FASB Statement No. 121, long-lived assets, including intangibles, are evaluated for probable recovery of their carrying amount. Appropriate adjustment, using current market values, estimates of discounted future cash flows and other methods, is made when recovery of the carrying amount is not reasonably assured.

Concentration of Credit Risks, Exposures And Financial Instruments: The Company engages in manufacturing, marketing, and distributing engineered products for markets served by the Company as described in Note J. The Company's operations are principally in the United States, although the Company also has manufacturing subsidiaries in Canada, Europe, Mexico, China, Brazil and Australia and marketing and distribution operations in other areas.

The Company performs ongoing credit evaluations of its customers' financial conditions and generally requires no collateral from its customers, some of which are highly leveraged. The Company maintains allowances for potential credit losses and such losses have generally been within management's expectations.

From time to time, the Company will enter into forward exchange contracts to hedge equipment purchases and other transactions in foreign currencies and interest rate swaps related to fixed rate debt. The amounts outstanding under the forward contracts and interest rate swaps at any point in time are not significant to the Company. The Company has minimal continuing exposures to other foreign currency transactions and interest rate fluctuations.

The carrying value of cash and short-term financial instruments approximates fair value due to the short maturity of those instruments. The fair value of long-term debt is not significantly different than its carrying value.

LEGETT & PLATT, INCORPORATED AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(Continued)

Other Risks: The Company obtains insurance for workers' compensation, automobile, product and general liability, property loss and medical claims. However, the Company has elected to retain a significant portion of expected losses through the use of deductibles. Provisions for losses expected under these programs are recorded based upon the Company's estimates of the aggregate liability for claims incurred. These estimates utilize the Company's prior experience and actuarial assumptions that are provided by the Company's insurance carriers.

Estimates: The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses and the disclosure of contingent assets and liabilities. Actual results could differ from those estimates.

Income Taxes: The Company provides for taxes on undistributed earnings of foreign subsidiaries where appropriate. The tax effect of most distributions would be significantly offset by available foreign tax credits.

Foreign Currency Translation: The functional currency for most foreign operations is the local currency. The translation of foreign currencies into U.S. dollars is performed for balance sheet accounts using current exchange rates in effect at the balance sheet date and for income and expense accounts using monthly average exchange rates. The cumulative effects of translating the functional currencies into the U.S. dollar are included in comprehensive income. Foreign entities whose functional currency is the U.S. dollar are not significant.

B--Acquisitions

During 2000, the Company acquired 21 businesses in transactions accounted for as purchases. Purchase acquisitions required the use of \$252.3 in cash, net of cash acquired, and 268,791 shares or share equivalents of common stock valued at \$5.3. These amounts include additional consideration of \$9.4 paid for prior year acquisitions. The excess of the purchase price over the fair value of the net assets acquired increased goodwill by \$166.6. These acquired businesses manufacture and distribute products primarily to the commercial furnishings and specialized products markets, as well as the other markets the Company serves.

The unaudited pro forma consolidated net sales for the years ended December 31, 2000 and 1999 as though the 2000 acquisitions had occurred on January 1 of each year presented were \$4,455.7 and \$4,204.4, respectively. The unaudited pro forma consolidated net earnings and earnings per share are not materially different from the amounts reflected in the accompanying financial statements. These pro forma amounts are not necessarily indicative of either results of operations that would have occurred had the purchases been made on January 1 of each year or of future results of the combined companies.

During 1999, the Company acquired 29 businesses in transactions accounted for as purchases. Purchase acquisitions required the use of \$290.1 in cash, net of cash acquired, and 1,227,500 shares of common stock valued at \$25.8. Options to purchase an additional 39,568 shares of common stock valued at \$1.1 were also extended by the Company in substitution for previously existing options. These amounts include additional consideration of \$19.3 paid for prior year acquisitions. The excess of the purchase price over the fair value of the net assets acquired increased goodwill by \$233.4. These acquired businesses manufacture and distribute products primarily to the commercial furnishings and residential furnishings markets, as well as the other markets the Company serves.

During 1998, the Company acquired 16 businesses in transactions accounted for as purchases. These transactions required the use of \$117.1 in cash, net of cash acquired, and 2,741,480 shares of common stock valued at \$59.8. The excess of the purchase price over the fair value of the net assets acquired increased goodwill by \$121.8. The Company also issued 183,892 shares to acquire one business in a transaction accounted for as a pooling of interests. The Company elected not to restate its financial statements as the effect of this pooling was not material. These acquired businesses manufacture and distribute products primarily to the commercial furnishings and residential furnishings markets, as well as the other markets the Company serves.

LEGGETT & PLATT, INCORPORATED AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(Continued)

The results of operations of the above acquired companies have been included in the consolidated financial statements since the dates of acquisition. The terms of certain of the Company's acquisition agreements provide for additional consideration to be paid if the acquired company's results of operations exceed certain targeted levels. Such additional consideration may be paid in cash or shares of the Company's common stock, and is recorded when earned as additional purchase price. The maximum amount of additional consideration remaining at December 31, 2000 is approximately \$110 and will be payable, if earned, through 2004.

C--Earnings Per Share

Basic and diluted earnings per share were calculated as follows:

	2000	1999	1998
	-----	-----	-----
Basic			
Weighted average shares outstanding, including shares issuable for little or no cash.....	198,986,619	198,492,506	197,682,147
	=====	=====	=====
Net earnings.....	\$ 264.1	\$ 290.5	\$ 248.0
	=====	=====	=====
Earnings per share.....	\$ 1.33	\$ 1.46	\$ 1.25
	=====	=====	=====
Diluted			
Weighted average shares outstanding, including shares issuable for little or no cash.....	198,986,619	198,492,506	197,682,147
Additional dilutive shares principally from the assumed exercise of outstanding stock options.....	1,401,516	2,445,498	2,987,686
	-----	-----	-----
	200,388,135	200,938,004	200,669,833
	=====	=====	=====
Net earnings.....	\$ 264.1	\$ 290.5	\$ 248.0
	=====	=====	=====
Earnings per share.....	\$ 1.32	\$ 1.45	\$ 1.24
	=====	=====	=====

D--Accrued Expenses and Other Current Liabilities

Accrued expenses and other current liabilities at December 31 consist of the following:

	2000	1999
	-----	-----
Accrued expenses		
Wages and commissions payable.....	\$ 52.0	\$ 48.5
Workers' compensation, medical, auto and product liability insurance.....	38.9	42.9
Income taxes.....	13.8	11.2
Other.....	96.8	91.6
	-----	-----
	\$201.5	\$194.2
	=====	=====
Other current liabilities		
Outstanding checks in excess of book balances.....	\$ 42.0	\$ 47.4
Current maturities of long-term debt.....	5.9	3.8
Other.....	47.8	40.0
	-----	-----
	\$ 95.7	\$ 91.2
	=====	=====

LEGGETT & PLATT, INCORPORATED AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(Continued)

E--Long-Term Debt

Long-term debt, weighted average interest rates and due dates at December 31 are as follows:

	2000	1999
	-----	-----
Medium-term notes, fixed interest rates of 7.2% for 2000 and 6.8% for 1999, due dates through 2009.....	\$895.0	\$560.0
Commercial paper, variable interest rate of 5.9% for 1999..	--	144.7
Industrial development bonds, principally variable interest rates of 5.1% and 5.7% for 2000 and 1999, respectively, due dates through 2030.....	47.3	39.9
Other, partially secured.....	52.0	46.6
	-----	-----
	994.3	791.2
Less current maturities.....	5.9	3.8
	-----	-----
	\$988.4	\$787.4
	=====	=====

The Company had interest rate swap agreements on \$364 and \$14 of its fixed-rate medium-term notes at December 31, 2000 and 1999, respectively. These swap agreements, which convert fixed rate debt to variable rate debt, contain the same payment dates as the original issues, and are used by the Company to manage the fixed/variable interest rate mix of its debt portfolio.

At December 31, 2000, the revolving credit agreements provided for a maximum line of credit of \$327.5. For any revolving credit agreement, the Company may elect to pay interest based on 1) the bank's base lending rate, 2) LIBOR, 3) an adjusted certificate of deposit rate, or 4) the money market rate, as specified in the revolving credit agreements. Agreement amounts of \$112.5 and \$215.0 will terminate August 27, 2001 and July 31, 2004, respectively, at which time all outstanding balances will become due.

Medium-term notes and commercial paper that mature in the current year are classified as long-term debt since the Company intends to refinance them on a long-term basis either through continued issuance or unused credit available under the revolving credit agreements.

The revolving credit agreements and certain other long-term debt contain restrictive covenants which, among other restrictions, limit the amount of additional debt and require net earnings to meet or exceed specified levels of funded debt.

Maturities of long-term debt for each of the five years following 2000 are:

Year ended December 31	
2001.....	\$ 5.9
2002.....	87.5
2003.....	124.2
2004.....	166.7
2005.....	375.9

F--Lease Obligations

The Company conducts certain operations in leased premises and also leases most of its automotive and trucking equipment and some other assets. Terms of the leases, including purchase options, renewals and maintenance costs, vary by lease.

LEGGETT & PLATT, INCORPORATED AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(Continued)

Total rental expense entering into the determination of results of operations was \$42.8, \$36.4 and \$29.6 for the years ended December 31, 2000, 1999 and 1998, respectively.

Future minimum rental commitments for all long-term noncancelable operating leases are as follows:

Year ended December 31	
2001.....	\$23.2
2002.....	18.0
2003.....	12.2
2004.....	8.4
2005.....	4.6
Later years.....	3.2

	\$69.6
	=====

The above lease obligations expire at various dates through 2010. Certain leases contain renewal and/or purchase options. Aggregate rental commitments above include renewal amounts where it is the intention of the Company to renew the lease.

G--Capital Stock

Stock Activity

Activity in the Company's stock accounts for each of the three years ended December 31 is as follows:

	Common Stock	Treasury Stock
	-----	-----
Balance, January 1, 1998.....	192,759,120	(4,774)
Shares issued.....	5,006,971	779,695
Treasury stock purchased.....	--	(857,501)
	-----	-----
Balance, December 31, 1998.....	197,766,091	(82,580)
Shares issued.....	961,659	2,342,411
Treasury stock purchased.....	--	(4,107,287)
	-----	-----
Balance, December 31, 1999.....	198,727,750	(1,847,456)
Shares issued.....	50,000	2,722,437
Treasury stock purchased.....	--	(3,555,532)
	-----	-----
Balance, December 31, 2000.....	198,777,750	(2,680,551)
	=====	=====

The Company issues shares for employee stock plans and acquisitions. The Company purchases its common stock to meet the requirements of the employee stock purchase and incentive plans, to replace shares issued in purchase acquisitions and to satisfy contractual obligations. The Company will also receive shares in stock option exercises.

Stock Options

At December 31, 2000, the Company had 13,770,412 common shares authorized for issuance under stock option plans. Generally, options become exercisable in varying installments, beginning 6 to 18 months after the date of grant, have a maximum term of 5-10 years, and are issued with exercise prices at market. However, the Company grants below market options under a deferred compensation program. This program allows senior

LEGGETT & PLATT, INCORPORATED AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(Continued)

managers to receive stock options in lieu of cash salary and bonuses. These options include a discount feature which does not exceed 15% and have a term of fifteen years. In October 2000, the Company extended the term from 5 to 10 years for approximately 35% of the outstanding common stock options. At the time of the extension, the exercise price exceeded the fair market value of the Company's stock. A summary of the Company's stock option plans as of December 31, 2000, 1999 and 1998, and changes during the years ending on those dates is presented below:

	Shares	Weighted Average Exercise Price per Share
	-----	-----
Outstanding at January 1, 1998.....	7,992,594	\$ 8.72
Granted.....	966,798	14.38
Exercised.....	(1,218,447)	9.05
Forfeited.....	(36,760)	16.85
	-----	-----
Outstanding at December 31, 1998.....	7,704,185	9.34
Granted.....	4,998,591	16.33
Exercised.....	(1,279,755)	6.29
Forfeited.....	(104,340)	19.99
	-----	-----
Outstanding at December 31, 1999.....	11,318,681	12.67
Granted.....	1,196,574	8.13
Exercised.....	(947,773)	8.78
Forfeited.....	(302,173)	17.77
	-----	-----
Outstanding at December 31, 2000.....	11,265,309	\$12.38
	=====	=====
Options exercisable at		
December 31, 2000.....	6,999,358	\$10.50
December 31, 1999.....	5,605,669	8.43
December 31, 1998.....	4,646,155	6.67

The following table summarizes information about stock options outstanding at December 31, 2000:

Range of Exercise Prices	Options Outstanding			Options Exercisable	
	Number Outstanding	Weighted-Average Remaining Contractual Life In Years	Weighted- Average Exercise Price	Number Exercisable	Weighted- Average Exercise Price
	-----	-----	-----	-----	-----
\$.01-\$ 5.00	3,307,592	11.6	\$ 1.84	2,225,401	\$ 1.67
5.00- 12.00	2,471,938	.5	10.30	2,471,938	10.30
12.00- 18.00	814,490	6.3	14.76	524,561	13.93
18.00- 26.00	4,671,289	7.6	20.53	1,777,458	20.82
	-----	-----	-----	-----	-----
\$.01-\$26.00	11,265,309	7.2	\$12.38	6,999,358	\$10.50
	=====	=====	=====	=====	=====

The Company applies the intrinsic value based method of accounting prescribed by APB Opinion No. 25 and related interpretations in accounting for stock-based compensation plans. Accordingly, compensation cost for stock options is measured as the excess, if any, of the quoted market price of the Company's stock at the date of grant over the amount an employee must pay to acquire the stock.

Compensation cost charged against income related to the Company's stock option grants for each of the years ending December 31, 2000, 1999 and 1998 was \$11.2, \$11.5 and \$8.9, respectively. Compensation cost includes amounts for options granted under the deferred compensation plan for senior managers, which allows the manager to elect stock options in lieu of salary and bonuses.

LEGGETT & PLATT, INCORPORATED AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(Continued)

The Company's proforma net income and proforma earnings per share, with related assumptions, are disclosed in the following table. This information is presented as if compensation cost for the Company's stock-based compensation plans had been determined based on the estimated fair value of the options at the grant dates, consistent with the method prescribed by FASB Statement No. 123. Also disclosed are the weighted-average fair value and exercise price of options granted during the last three years.

	2000	1999	1998
	-----	-----	-----
Proforma net earnings.....	\$257.0	\$285.2	\$245.2
Proforma earnings per share			
Basic.....	1.29	1.44	1.24
Diluted.....	1.28	1.42	1.22
Weighted-average fair value of options			
Granted at market price.....	6.19	4.59	5.66
Granted below market price.....	11.82	17.67	16.52
Weighted-average exercise price of options			
Granted at market price.....	17.56	20.09	23.20
Granted below market price.....	3.22	2.50	3.17
Principal assumptions			
Risk-free interest rate.....	5.4%	5.2%	5.1%
Expected life in years.....	6.6	4.8	5.1
Expected volatility.....	28.4%	23.0%	20.0%
Expected dividend yield.....	1.7%	1.5%	1.5%

The Company also has authorized shares for issuance in connection with certain employee stock benefit plans discussed in Note H.

Par Value Amendment

In 1993, the Company's shareholders approved an amendment to the Company's Restated Articles of Incorporation reducing the par value of Common Stock to \$.01 from \$1. The amendment provided that the stated capital of the Company would not be affected as of the date of the amendment. Accordingly, stated capital of the Company exceeds the amount reported as common stock in the financial statements by approximately \$39.

Shareholder Protection Rights Plan

In 1989, the Company declared a dividend distribution of one preferred stock purchase right (a Right) for each share of common stock. The Rights were attached to and traded with the Company's common stock. The Rights became exercisable only under certain circumstances involving actual or potential acquisitions of the Company's common stock. The Rights expired in February 1999. The Company simultaneously issued substantially identical rights, which remain in existence until February 2009, unless they are exercised, exchanged or redeemed at an earlier date. Depending upon the circumstances, if these Rights become exercisable, the holder may be entitled to purchase shares of Series A junior preferred stock of the Company, shares of the Company's common stock or shares of common stock of the acquiring entity.

LEGGETT & PLATT, INCORPORATED AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(Continued)

H--Employee Benefit Plans

The following table provides information at December 31 as to the Company sponsored defined benefit pension plans:

	2000	1999	1998
	-----	-----	-----
Change in Benefit Obligation			
Benefit obligation, beginning of period.....	\$102.1	\$100.1	\$ 89.5
Service cost.....	3.3	3.2	2.2
Interest cost.....	5.9	5.3	5.1
Plan participants' contributions.....	4.8	4.3	4.0
Actuarial (gains) losses.....	(6.6)	(4.9)	4.4
Benefits paid.....	(6.6)	(5.9)	(5.1)
Acquisitions and transfers.....	7.4	--	--
	-----	-----	-----
Benefit obligation, end of period.....	110.3	102.1	100.1
Change in Plan Assets			
Fair value of plan assets, beginning of period.....	154.6	132.1	127.6
Actual return on plan assets.....	23.8	24.1	5.6
Plan participants' contributions.....	4.8	4.3	4.0
Benefits paid.....	(6.6)	(5.9)	(5.1)
Acquisitions and transfers.....	4.4	--	--
	-----	-----	-----
Fair value of plan assets, end of period.....	181.0	154.6	132.1
Plan Assets in Excess of Benefit Obligations.....	70.7	52.5	32.0
Unrecognized net actuarial gains.....	(40.2)	(24.3)	(5.6)
Unrecognized net transition asset.....	(.3)	(.7)	(1.0)
Unrecognized prior service cost.....	(.2)	(.2)	(.3)
	-----	-----	-----
Prepaid pension cost.....	\$ 30.0	\$ 27.3	\$ 25.1
	=====	=====	=====
Components of Net Pension Income			
Service cost.....	\$ (3.3)	\$ (3.2)	\$ (2.2)
Interest cost.....	(5.8)	(5.3)	(5.1)
Expected return on plan assets.....	12.2	10.3	10.0
Amortization of net transition asset.....	.3	.4	.7
Recognized net actuarial gain.....	.9	--	.4
	-----	-----	-----
Net pension income.....	\$ 4.3	\$ 2.2	\$ 3.8
	=====	=====	=====
Weighted Average Assumptions			
Discount rate.....	6.00%	6.00%	5.50%
Expected return on plan assets.....	8.00%	8.00%	8.00%
Rate of compensation increase.....	4.50%	4.40%	4.40%

Plan assets are invested in a diversified portfolio of equity, debt and government securities, including 1,176,000 shares of the Company's common stock at December 31, 2000.

Contributions to union sponsored, defined benefit, multiemployer pension plans were \$.8, \$.7, and \$.2 in 2000, 1999 and 1998, respectively. These plans are not administered by the Company and contributions are determined in accordance with provisions of negotiated labor contracts. As of 2000, the actuarially computed values of vested benefits for these plans were primarily equal to or less than the net assets of the plans. Therefore, the Company would have no material withdrawal liability. However, the Company has no present intention of

LEGGETT & PLATT, INCORPORATED AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(Continued)

withdrawing from any of these plans, nor has the Company been informed that there is any intention to terminate such plans.

Net pension expense, including Company sponsored defined benefit plans, multiemployer plans and other plans, was \$2.2, \$4.3 and \$2.1 in 2000, 1999 and 1998, respectively.

The Company has a contributory stock purchase/stock bonus plan (SPSB Plan), a nonqualified executive stock purchase program (ESPP) and an employees' discount stock plan (DSP). The SPSB Plan provides Company pre-tax contributions of 50% of the amount of employee contributions. The ESPP provides cash payments of 50% of the employees' contributions, along with an additional payment to assist employees in paying taxes on the cash payments. To the extent possible, contributions to the ESPP are invested in the Company's common stock through the DSP. In addition, the Company matches its contributions when certain profitability levels, as defined in the SPSB Plan and the ESPP, have been attained. The Company's total contributions to the SPSB Plan and the ESPP were \$9.7, \$8.5 and \$6.9 for 2000, 1999 and 1998, respectively.

Under the DSP, eligible employees may purchase a maximum of 19,000,000 shares of Company common stock. The purchase price per share is 85% of the closing market price on the last business day of each month. Shares purchased under the DSP were 1,287,437 in 2000, 1,026,479 in 1999, and 894,445 in 1998. Purchase prices ranged from \$13 to \$24 per share. Since inception of the DSP in 1982, a total of 15,414,659 shares have been purchased by employees.

I--Income Taxes

The components of earnings before income taxes are as follows:

	Year ended December 31		
	2000	1999	1998
Domestic.....	\$342.3	\$397.2	\$340.8
Foreign.....	76.3	65.4	54.8
	\$418.6	\$462.6	\$395.6
	=====	=====	=====

Income tax expense is comprised of the following components:

	Year ended December 31		
	2000	1999	1998
Current			
Federal.....	\$106.7	\$141.1	\$108.1
State and local.....	5.6	11.8	4.2
Foreign.....	29.1	25.9	18.0
	141.4	178.8	130.3
Deferred			
Federal.....	12.0	(5.1)	4.1
State and local.....	6.3	3.3	11.0
Foreign.....	(5.2)	(4.9)	2.2
	13.1	(6.7)	17.3
	\$154.5	\$172.1	\$147.6
	=====	=====	=====

LEGGETT & PLATT, INCORPORATED AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(Continued)

Deferred income taxes are provided for the temporary differences between the financial reporting basis and the tax basis of the Company's assets and liabilities. The major temporary differences that give rise to deferred tax assets or liabilities are as follows:

	December 31	
	2000	1999
Property, plant and equipment.....	\$(74.4)	\$(67.8)
Accrued expenses.....	54.3	55.0
Prepaid pension cost.....	(12.4)	(10.7)
Other, net.....	(26.2)	(19.2)
	\$(58.7)	\$(42.7)
	=====	=====

Deferred tax assets and liabilities included in the consolidated balance sheet are as follows:

	December 31	
	2000	1999
Other current assets.....	\$ 13.2	\$ 25.8
Deferred income taxes.....	(71.9)	(68.5)
	\$(58.7)	\$(42.7)
	=====	=====

Income tax expense, as a percentage of earnings before income taxes, differs from the statutory federal income tax rate as follows:

	Year ended December 31		
	2000	1999	1998
Statutory federal income tax rate.....	35.0%	35.0%	35.0%
Effect of nondeductible goodwill amortization on federal statutory rate.....	1.1	.9	.8
Increases in rate resulting primarily from state and other jurisdictions.....	.8	1.3	1.5
Effective tax rate.....	36.9%	37.2%	37.3%
	=====	=====	=====

J--Segment Information

Reportable segments are primarily based upon the Company's management organizational structure. This structure is generally focused on broad end-user markets for the Company's diversified products. Residential Furnishings derives its revenues from components for bedding, furniture and other furnishings, as well as related consumer products. Commercial Furnishings derives its revenues from retail store fixtures, displays, storage, material handling systems, components for office and institutional furnishings, and plastic components. The Aluminum Products revenues are derived from die castings, custom tooling, secondary machining and coating, and smelting of aluminum ingot. Industrial Materials derives its revenues from drawn steel wire, specialty wire products and welded steel tubing sold to trade customers as well as other Leggett segments. Specialized Products is a combination of non-reportable segments which derive their revenues from machinery, manufacturing equipment, automotive seating suspensions, control cable systems

and lumbar supports for automotive, office and residential applications.

The accounting principles used in the preparation of the segment information are the same as used for the consolidated financial statements, except that the segment assets and income reflect the FIFO basis of accounting

LEGGETT & PLATT, INCORPORATED AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(Continued)

for inventory. Certain inventories are accounted for using the LIFO basis in the consolidated financial statements. The Company evaluates performance based on earnings from operations before interest and income taxes (EBIT). Intersegment sales are made primarily at prices that approximate market-based selling prices. Centrally incurred costs are allocated to the segments based on estimates of services used by the segment. Certain general and administrative costs of the Company are allocated to the segments based on sales. Asset information for the segments includes only inventory, trade receivables, net property, plant and equipment and unamortized purchased intangibles. These segment assets are reflected in the segment information at their estimated average for the year. Long-lived assets as disclosed include property, plant and equipment, goodwill and other intangibles, and long-term assets. Centrally incurred costs and allocated general and administrative costs include depreciation and other costs related to assets that are not allocated or otherwise included in the segment assets.

Summarized financial information concerning the Company's reportable segments is shown in the following tables:

Year ended December 31	External	Inter-	Total	EBIT
-----	Sales	Segment	Sales	EBIT
-----	-----	Sales	Sales	-----
2000				
Residential Furnishings.....	\$2,126.0	\$ 9.7	\$2,135.7	\$224.0
Commercial Furnishings.....	983.5	6.2	989.7	110.4
Aluminum Products.....	529.0	16.5	545.5	36.5
Industrial Materials.....	317.9	207.5	525.4	72.7
Specialized Products.....	319.9	51.4	371.3	46.4
Intersegment eliminations.....				(5.0)
Adjustment to LIFO method.....				(4.2)
	-----	-----	-----	-----
	\$4,276.3	\$291.3	\$4,567.6	\$480.8
	=====	=====	=====	=====
1999				
Residential Furnishings.....	\$1,946.6	\$ 9.5	\$1,956.1	\$219.7
Commercial Furnishings.....	778.1	2.9	781.0	126.9
Aluminum Products.....	532.8	15.6	548.4	52.6
Industrial Materials.....	282.6	202.1	484.7	70.1
Specialized Products.....	238.9	41.9	280.8	34.1
Intersegment eliminations.....				(2.6)
Adjustment to LIFO method.....				1.7
	-----	-----	-----	-----
	\$3,779.0	\$272.0	\$4,051.0	\$502.5
	=====	=====	=====	=====
1998				
Residential Furnishings.....	\$1,777.2	\$ 6.8	\$1,784.0	\$198.3
Commercial Furnishings.....	623.3	1.7	625.0	111.1
Aluminum Products.....	501.1	16.8	517.9	32.6
Industrial Materials.....	269.6	193.5	463.1	51.9
Specialized Products.....	199.2	46.4	245.6	28.6
Intersegment eliminations.....				(1.3)
Adjustment to LIFO method.....				7.9
	-----	-----	-----	-----
	\$3,370.4	\$265.2	\$3,635.6	\$429.1
	=====	=====	=====	=====

LEGGETT & PLATT, INCORPORATED AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(Continued)

	Assets	Additions to Property, Plant and Equipment	Acquired Companies' Long-Lived Assets	Depreciation and Amortization
	-----	-----	-----	-----
2000				
Residential Furnishings..	\$1,223.2	\$ 73.3	\$ 34.4	\$ 67.0
Commercial Furnishings..	896.5	31.2	108.8	41.9
Aluminum Products.....	478.7	29.2	4.1	24.2
Industrial Materials....	264.9	9.1	27.1	14.5
Specialized Products....	336.4	12.4	78.8	15.8
Unallocated assets.....	242.6	14.5	--	9.9
Adjustment to year-end vs. average assets.....	(69.1)			
	-----	-----	-----	-----
	\$3,373.2	\$169.7	\$253.2	\$173.3
	=====	=====	=====	=====
1999				
Residential Furnishings..	\$1,173.4	\$ 60.7	\$128.3	\$ 61.7
Commercial Furnishings..	721.4	21.8	163.2	28.4
Aluminum Products.....	441.1	30.5	--	22.2
Industrial Materials....	204.8	17.6	5.3	13.9
Specialized Products....	216.8	15.0	16.2	12.4
Unallocated assets.....	204.0	13.5	--	10.7
Adjustment to year-end vs. average assets.....	16.0			
	-----	-----	-----	-----
	\$2,977.5	\$159.1	\$313.0	\$149.3
	=====	=====	=====	=====
1998				
Residential Furnishings..	\$ 971.0	\$ 54.4	\$ 64.7	\$ 58.0
Commercial Furnishings..	469.8	9.7	116.1	21.4
Aluminum Products.....	404.4	42.6	24.5	17.9
Industrial Materials....	204.5	7.3	10.4	12.7
Specialized Products....	188.8	28.1	4.6	8.9
Unallocated assets.....	285.9	5.5	--	9.0
Adjustment to year-end vs. average assets.....	10.9			
	-----	-----	-----	-----
	\$2,535.3	\$147.6	\$220.3	\$127.9
	=====	=====	=====	=====

LEGGETT & PLATT, INCORPORATED AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(Continued)

Revenues from external customers, by product line, are as follows:

	Year ended December 31		
	2000	1999	1998
Residential Furnishings			
Bedding components.....	\$ 814.7	\$ 742.8	\$ 663.2
Residential furniture components.....	479.1	444.4	412.0
Finished & consumer products.....	540.0	510.5	463.3
Other residential furnishings products.....	292.2	248.9	238.7
	2,126.0	1,946.6	1,777.2
Commercial Furnishings			
Store displays, fixtures & storage products.	688.8	502.1	369.7
Office furnishings & plastic components.....	294.7	276.0	253.6
	983.5	778.1	623.3
Aluminum Products			
Die cast products.....	446.3	457.7	423.3
Smelter, tool & die operations.....	82.7	75.1	77.8
	529.0	532.8	501.1
Industrial Materials			
Wire, wire products & steel tubing.....	317.9	282.6	269.6
Specialized Products			
Automotive products & specialized machinery.	319.9	238.9	199.2
	\$4,276.3	\$3,779.0	\$3,370.4

The Company's operations outside of the United States are principally in Canada, Europe and Mexico, none of which are individually material to its consolidated operations. The geographic information that follows regarding sales is based on the area of manufacture.

	Year ended December 31		
	2000	1999	1998
External sales			
United States.....	\$3,675.6	\$3,345.8	\$3,025.9
Foreign.....	600.7	433.2	344.5
	\$4,276.3	\$3,779.0	\$3,370.4
Long-lived assets			
United States.....	\$1,593.3	\$1,421.4	\$1,183.8
Foreign.....	374.6	299.9	214.4
	\$1,967.9	\$1,721.3	\$1,398.2

LEGGETT & PLATT, INCORPORATED AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(Concluded)

K--Contingencies

The Company is involved in various legal proceedings including matters which involve claims against the Company under employment, intellectual property, environmental and other laws. When it appears probable in management's judgement that the Company will incur monetary damages or other costs in connection with claims and proceedings, and the costs can be reasonably estimated, appropriate liabilities are recorded in the financial statements and charges are made against earnings. No claim or proceeding has resulted in a material charge against earnings, nor are the total liabilities recorded material to the Company's financial position. While the results of any ultimate resolution cannot be predicted, management believes the possibility of a material adverse effect on the Company's consolidated financial position, results of operations and cash flows from claims and proceedings is remote.

REPORT OF INDEPENDENT ACCOUNTANTS

To the Board of Directors and Shareholders of Leggett & Platt,
Incorporated:

In our opinion, the accompanying financial statements listed in the index appearing under Item 14(1) present fairly, in all material respects, the financial position of Leggett & Platt, Incorporated and its subsidiaries at December 31, 2000 and 1999, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2000 in conformity with accounting principles generally accepted in the United States of America. These financial statements are the responsibility of the Company's management; our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits of these statements in accordance with auditing standards generally accepted in the United States of America, which require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

/s/ PricewaterhouseCoopers, LLP

St. Louis, Missouri
January 31, 2001

LEGGETT & PLATT, INCORPORATED AND SUBSIDIARIES

QUARTERLY SUMMARY OF EARNINGS

(Unaudited)

(Dollar amounts in millions, except per share data)

Year ended December 31, 2000	First	Second	Third	Fourth	Total
Net sales.....	\$1,043.6	\$1,095.6	\$1,129.6	\$1,007.5	\$4,276.3
Gross profit.....	271.5	288.5	284.1	243.7	1,087.8
Earnings before income taxes.....	117.3	120.6	109.2	71.5	418.6
Net earnings.....	73.8	76.3	68.9	45.1	264.1
Earnings per share					
Basic.....	\$.37	\$.38	\$.35	\$.23	\$ 1.33
Diluted.....	\$.37	\$.38	\$.34	\$.23	\$ 1.32

Year ended December 31, 1999

Net sales.....	\$ 887.6	\$ 935.2	\$ 991.1	\$ 965.1	\$3,779.0
Gross profit.....	232.4	253.4	269.9	264.6	1,020.3
Earnings before income taxes.....	105.1	115.1	124.0	118.4	462.6
Net earnings.....	66.1	72.4	77.7	74.3	290.5
Earnings per share					
Basic.....	\$.33	\$.37	\$.39	\$.37	\$ 1.46
Diluted.....	\$.33	\$.36	\$.39	\$.37	\$ 1.45

LEGGETT & PLATT, INCORPORATED AND SUBSIDIARIES

SCHEDULE II--VALUATION AND QUALIFYING ACCOUNTS AND RESERVES
(Amounts in millions)

Column A ----- Description -----	Column B ----- Balance at Beginning of Period -----	Column C ----- Additions Charged to Cost and Expenses -----	Column D ----- Deductions -----	Column E ----- Balance at End of Period -----
Year ended December 31, 2000				
Allowance for doubtful receivables.....	\$13.3 =====	\$6.7 =====	\$3.7(A) =====	\$16.3 =====
Year ended December 31, 1999				
Allowance for doubtful receivables.....	\$13.5 =====	\$5.5 =====	\$5.7(A) =====	\$13.3 =====
Year ended December 31, 1998				
Allowance for doubtful receivables.....	\$11.5 =====	\$5.2 =====	\$3.2(A) =====	\$13.5 =====

(A) Uncollectible accounts charged off, net of recoveries

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Leggett & Platt, Incorporated

By: /s/ Felix E. Wright _____
 Felix E. Wright
 President and
 Chief Executive Officer

Dated: March 29, 2001

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

Signature -----	Title -----	Date ----
--------------------	----------------	--------------

(a) Principal Executive Officer:

/s/ Felix E. Wright _____ Felix E. Wright	Vice Chairman of the Board, President & Chief Executive Officer	March 29, 2001
---	---	----------------

(b) Principal Financial Officer:

/s/ Michael A. Glauber _____ Michael A. Glauber	Senior Vice President, Finance & Administration	March 29, 2001
---	--	----------------

(c) Principal Accounting Officer:

/s/ Allan J. Ross _____ Allan J. Ross	Vice President--Accounting	March 29, 2001
---	----------------------------	----------------

(d) Directors:

Harry M. Cornell, Jr.* _____ Harry M. Cornell, Jr.	Chairman	
Raymond F. Bentele* _____ Raymond F. Bentele	Director	
Ralph W. Clark* _____ Ralph W. Clark	Director	
Robert Ted Enloe, III* _____ Robert Ted Enloe, III	Director	

Signature

Title

Date

Richard T. Fisher*

Director

Richard T. Fisher

Bob L. Gaddy*

Director

Bob L. Gaddy

David S. Haffner*

Director

David S. Haffner

Thomas A. Hays*

Director

Thomas A. Hays

Robert A. Jefferies, Jr.*

Director

Robert A. Jefferies, Jr.

Alexander M. Levine*

Director

Alexander M. Levine

Duane W. Potter*

Director

Duane W. Potter

Maurice E. Purnell, Jr.*

Director

Maurice E. Purnell, Jr.

Alice L. Walton*

Director

Alice L. Walton

Felix E. Wright*

Vice-Chairman and Director

Felix E. Wright

/s/ Ernest C. Jett

March 29, 2001

*By:

Ernest C. Jett
Attorney-in-Fact
Under Power-of-Attorney
dated February 14, 2001

EXHIBIT INDEX

Exhibit No. -----	Document Description -----	Sequential Page No. -----
3.1	Restated Articles of Incorporation of the Company as of May 13, 1987, filed as Exhibit 3.1 to Registrant's Form 10-K for the year ended December 31, 1998, is incorporated by reference.	
3.2	Amendment to Restated Articles of Incorporation of the Company dated May 12, 1993, filed as Exhibit 3.2 to Registrant's Form 10-K for the year ended December 31, 1998, is incorporated by reference.	
3.3	Amendment to Restated Articles of Incorporation of the Company dated May 12, 1999; filed as Exhibit 3.3 to Registrant's Form 10-K for the year ended December 31, 1999, is incorporated by reference.	
3.4	Restated By-Laws of the Company as of August 11, 1993, with all amendments through March 15, 1999, filed as Exhibit 3.3 to Registrant's Form 10-K for the year ended December 31, 1998, is incorporated by reference.	
4.1	Article III of Registrant's Restated Articles of Incorporation, filed as Exhibit 3.1 above, is incorporated by reference.	
4.2	Rights Agreement effective February 15, 1999 between Registrant and ChaseMellon Shareholder Services, LLC, pertaining to preferred stock rights distributed by Registrant, filed as Exhibit 1 to Registrant's Form 8-K filed December 1, 1998, is incorporated by reference.	
4.3	Indenture, dated as of November 24, 1999 between Registrant and The Chase Manhattan Bank, as Trustee, filed as Exhibit 4.1 to Registration Statement No. 333-90443, on Form S-3, effective as of November 15, 1999, is incorporated by reference.	
10.1(1)	Restated and Amended Employment Agreement between Harry M. Cornell, Jr. and Leggett & Platt, Incorporated dated as of August 14, 1996, filed as Exhibit 10.1 to Registrant's Form 10-K for the year ended December 31, 1996, is incorporated by reference, and Amendment No. 1 to Employment Agreement dated January 1, 1999, filed as Exhibit 10.1 to Registrant's Form 10-K for the year ended December 31, 1999, is incorporated by reference, and Letter Agreement dated April 24, 2000 extending term of Employment Agreement and Letter Agreement dated March 1, 2001 extending term of Employment Agreement.	
10.2(1)	Restated and Amended Employment Agreement between the Company and Felix E. Wright dated March 1, 1999, filed as Exhibit 10.2 to Registrant's Form 10-K for the year ended December 31, 1998, is incorporated by reference.	
10.3(1)	Employment Agreement between the Company and Robert A. Jefferies, Jr. dated November 7, 1990 and Amendment No. 1 to Employment Agreement dated January 1, 1993; filed as Exhibit 10.3 to Registrant's Form 10-K for the year ended December 31, 1999, is incorporated by reference.	
10.4(1)	Severance Benefit Agreement between the Company and Harry M. Cornell, Jr. dated May 9, 1984.	
10.5(1)	Severance Benefit Agreement between the Company and Felix E. Wright dated May 9, 1984.	

Exhibit No.	Document Description	Sequential Page No.
-----	-----	-----
10.6(1)	Severance Benefit Agreement between the Company and Robert A. Jefferies, Jr. dated May 9, 1984.	
10.7(1)	Reference is made to Appendix B to Registrant's definitive Proxy Statement dated March 27, 1997, used in connection with Registrant's Annual Meeting of Shareholders held on May 14, 1997, for a copy of the Company's 1989 Flexible Stock Plan, as amended, which is incorporated by reference.	
10.8(1)	Reference is made to Appendix A to Registrant's definitive Proxy Statement dated March 30, 2001, to be used in connection with Registrant's Annual Meeting of Shareholders to be held on May 9, 2001, for a copy of the Company's proposed amended and restated 1989 Flexible Stock Plan, which is incorporated by reference.	
10.9(1)	Summary description of the Company's Key Management Incentive Compensation Plan; filed as Exhibit 10.8 to Registrant's Form 10-K for the year ended December 31, 1999, is incorporated by reference.	
10.10(1)	Reference is made to Appendix B to Registrant's definitive Proxy Statement dated March 31, 1999, used in connection with Registrant's Annual Meeting of Shareholders held on May 12, 1999, for a copy of the Company's 1999 Key Officer's Incentive Plan, which is incorporated by reference.	
10.11(1)	Description of certain long-term disability arrangements between Registrant and its salaried employees; filed as Exhibit 10.10 to Registrant's Form 10-	

K for the year ended December 31, 1999, is incorporated by reference.

- 10.12(1) Form of Indemnification Agreement approved by the shareholders of Registrant and entered into between Registrant and each of its directors and executive officers, filed as Exhibit 10.10 to Registrant's Form 10-K for the year ended December 31, 1995, is incorporated by reference.
- 10.13(1) Reference is made to Appendix A to Registrant's definitive Proxy Statement dated March 27, 1997, used in connection with Registrant's Annual Meeting of Shareholders held on May 14, 1997, for a copy of the Company's Director Stock Option Plan, as amended, which is incorporated by reference.
- 10.14(1) Leggett & Platt, Incorporated Executive Stock Purchase Program adopted June 6, 1989 under the Company's 1989 Flexible Stock Plan, and effective as of July 1, 1989, as amended; filed as Exhibit 10.13 to Registrant's Form 10-K for the year ended December 31, 1999, is incorporated by reference.
- 10.15(1) Revised Employment Agreement between Bob L. Gaddy, Pace Industries, Inc. and Leggett & Platt, Incorporated, filed as Exhibit 10.13 to Registrant's Form 10-K for the year ended December 31, 1996, is incorporated by reference.
- 10.16(1) Registrant's Stock Award Program, filed as Exhibit 10.20 of the Registrant's Form 10-K for the year ended December 31, 1997, is incorporated by reference.
- 10.17(1) The Company's Deferred Compensation Program, as amended and restated on November 9, 2000.
- 10.18(1) The Company's Executive Deferred Stock Program, filed as Exhibit 10.16 of the Registrant's Form 10-K for the year ended

December 31, 1998, is
incorporated by
reference.

Exhibit No. -----	Document Description -----	Sequential Page No. -----
10.19(1)	Noncompetition Agreement, dated as of May 13, 1996 between Bob L. Gaddy and Leggett & Platt, Incorporated, filed as Exhibit 10.25 to Registrant's Form 10-K for the year ended December 31, 1996, is incorporated by reference.	
10.20(1)	Pace Industries, Inc., Revised and Restated Employee Incentive Compensation Plan, filed as Exhibit 10.27 to Registrant's Form 10-K for the year ended December 31, 1996, is incorporated by reference.	
12	Computation of Ratio of Earnings to Fixed Charges.	
21	Schedule of Subsidiaries of Registrant.	
23	Consent of Independent Accountants.	
24	Power of Attorney executed by members of the Company's Board of Directors regarding this Form 10-K and certain registration statements.	
99	Power of Attorney executed by Robert A. Wagner appointing attorneys-in-fact for purposes of filing reports under Section 16(a) of the Securities and Exchange Act of 1934.	

(1) Denotes management contract or compensatory plan or arrangement.

April 24, 2000

CONFIDENTIAL

MEMO TO: Harry M. Cornell, Jr.
FROM: Ernest C. Jett
SUBJECT: Harry M. Cornell Employment Agreement
Our File No.: 2-111-2B

Your employment Agreement terminates on May 10, 2000, unless it is extended for an additional one-year period upon mutual agreement between you and the Company. (See Tab 1 for a copy of your Agreement. I have highlighted the relevant Section 2.1.) The attached Unanimous Written Consent of the Compensation Committee dated March 14, 2000 extends the term of your Employment Agreement for one year, ending May 10, 2001. (See Tab 2.)

If you agree to the extension of your Employment Agreement, please indicate your agreement by signing below. Thank you.

Executive Leggett & Platt, Incorporated

/s/ HARRY M. CORNELL, JR.

/s/ ERNEST C. JETT

Harry M. Cornell, Jr.

Ernest C. Jett
Vice President

c: Felix E. Wright

March 1, 2001

MEMO TO: Harry M. Cornell, Jr.
FROM: Ernest C. Jett
RE: Harry M. Cornell Employment Agreement
Our File No.: 2-111-2B

Dear Harry:

As you know, the Board of Directors approved the extension of your employment agreement for an additional one-year period (May 10, 2001 - May 10, 2002). See Tab 1 for a copy of your agreement.

If you agree to the extension of your Employment Agreement for this one year period, please indicate by signing below. Thank you.

Executive Leggett & Platt, Incorporated

/s/ HARRY M. CORNELL, JR.

Harry M. Cornell, Jr.

/s/ ERNEST C. JETT

Ernest C. Jett
Vice President

c: Felix E. Wright

Severance Benefit Agreement

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SEVERANCE BENEFIT AGREEMENT

This Severance Benefit Agreement (the "Agreement") is made as of May 9, 1984 by Leggett & Platt, Incorporated, No. 1 Leggett Road, Carthage, Missouri 64836 (the "Company") and Harry M. Cornell, Jr. (the "Executive"), residing at 1401 Bellaire Place, Joplin, Missouri 64801.

RECITALS

The Executive functions as President, Chairman of the Board and Chief Executive Officer of the Company on the date hereof and is one of the key employees of the Company.

The Company considers the maintenance of sound and vital management essential to protecting and enhancing the best interests of the Company and its shareholders. In this connection, the Company recognizes that in today's business environment the possibility of a change in control of the Company may exist in the future. The Company further recognizes that such possibility, and the uncertainty which it may raise among key executives, could result in the departure of distraction of key executives to the detriment of the Company and its shareholders. Accordingly, the Board of Directors of the Company (the "Board") has determined that appropriate steps should be taken (i) to further induce the Executive to remain with the Company and (ii) to reinforce and encourage the continued attention and dedication of the Executive to his assigned duties without distraction in the face of potentially disturbing circumstances arising from the possibility of a change in control of the Company.

Now, Therefore, in consideration of the premises and for other good and valuable considerations, receipt of which are hereby acknowledged, the Company and the Executive do agree as follows:

1. Change in Control; Employment Agreement

1.1 Change in Control

The Company may be required to provide certain benefits to the Executive under this Agreement following each and every "Change in Control" of the Company.

A "Change in Control" of the Company shall be deemed to have occurred if:

- (a) There is any change in control as contemplated by (i) Item 5(f) of Schedule 14A, Regulation 14A, promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act") or (ii) Item 1 of Form 8-K

promulgated by the Securities and Exchange Commission under the Exchange Act; or

(b) Any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of 25% or more of the combined voting power of the Company's then outstanding voting securities; or

(c) Those persons serving as directors of the Company on the date of this Agreement (the "Original Directors") and/or their Successors do not constitute a majority of the whole Board of Directors of the Company (the term "Successors" shall mean those directors whose election or nomination for election by the Company's shareholders has been approved by the vote of at least two-thirds of the Original Directors and previously qualified Successors serving as directors of the Company at the time of such election or nomination for election); or

(d) The Company shall be a party to a merger or consolidation with another corporation and as a result of such merger or consolidation, less than 75% of the outstanding voting securities of the surviving or resulting corporation shall be owned in the aggregate by the former shareholders of the Company as the same shall have existed immediately prior to such merger or consolidation; or

(e) The Company liquidates, sells, or otherwise transfers all or substantially all of its assets to a person not controlled by the Company both immediately prior to and immediately after such sale.

1.2 Employment Agreement

Any benefits provided to the Executive under this Agreement will, unless specifically stated otherwise in this Agreement be in addition to and not in lieu of any benefits that may be provided the Executive under his employment agreement with the Company dated May 9, 1979 (this agreement as previously, herein or hereafter amended, restated or superseded is herein called the "Employment Agreement").

Nothing in this Agreement is to be deemed to give the Company the right to take any action or engage in any omission with respect to the Executive (including Company Actions as defined in Section 2.4) at any time when any such action or omission is not permissible and proper under the Employment Agreement if then in force.

Similarly, except as provided otherwise in this Agreement (e.g. Section 2.4 and Section 5) nothing in this Agreement is to be deemed to give the Executive the right to take any action or engage in any omission with respect to the Company at any time when any such act or omission is not permissible and proper under the Employment Agreement if then in force.

This Agreement shall continue for the term provided in Section 8.6 and shall not be affected by any termination of the Employment Agreement.

2. Termination of Employment Following a Change in Control

2.1 General

During the 36 month period immediately following each and every Change in Control (the "Protected Period"), the Executive and the Company shall comply with all provisions of this Section 2 regarding termination of the Executive's employment.

2.2 Termination for Disability

If the Employment Agreement is not in force, the Company may terminate the Executive's employment for Disability. If the Employment Agreement is in force, the Company may terminate the Executive's employment for disability only in accordance with the terms of the Employment Agreement. "Disability" as used in this Agreement as distinguished from the Employment Agreement shall mean the Executive's absence from, and his inability to substantially perform, his duties with the Company for a continuous period of six or more months as a result of physical causes or mental illness. During any period prior to the termination of his employment that the Executive is absent from, and is unable to substantially perform, his duties with the Company as a result of physical causes or mental illness, the Company shall continue to pay the Executive his full base salary at the rate then in effect and any bonuses earned by the Executive under Company bonus plans until such time as the Executive's employment is terminated by the Company for Disability. Following termination of employment under this Section, the Executive's benefits shall be determined in accordance with the Company's long term disability program as in effect on the date hereof, or any successor program then in effect.

2.3 Termination by Company for "Cause"

If the Employment Agreement is not in force the Company may terminate the Executive for Cause as defined in this Agreement. If the Employment Agreement is in force the Company may terminate the Executive for cause only in accordance with the terms of the Employment Agreement.

Termination for "Cause" under this Agreement as distinguished from the Employment Agreement shall be limited to the following:

(a) The Executive's conviction of any crime involving money or other property of the Company or any of its subsidiaries or of any other crime (whether or not involving the Company or any of its subsidiaries) that constitutes a felony in the jurisdiction involved; or

(b) The Executive's continued, repeated, willful violations of specific written directions of the Board or the Company's chief executive officer, which directions are consistent with this Agreement and the Executive's duties and do not constitute Company Action as defined in Section 2.4 and which violations continue following the Executive's receipt of such written directions; or

(c) The Executive's continued, repeated, willful failure to perform his duties; provided, however, that no discharge shall be deemed for Cause under this subsection (c) unless the Executive first receives written notice from the Board or the Company's chief executive officer advising the Executive of specific acts or omissions alleged to constitute a failure to perform his duties, and such failure continues after the Executive shall have had a reasonable opportunity to correct the acts or omissions so complained of.

No act or failure to act on the Executive's part shall be considered "willful" unless done, or omitted to be done, by the Executive in bad faith and without reasonable belief that his action or omission was in the best interest of the Company. Moreover, the Executive should not be terminated for Cause unless and until there shall have been delivered to the Executive a notice of termination duly adopted by the affirmative vote of at least three-quarters of the entire membership of the Board at a meeting of the Board called and held for the purpose (after reasonable notice to the Executive and an opportunity for the Executive, together with his counsel, to be heard before the Board), finding that in the good faith opinion of the Board the Executive was guilty of the conduct set forth in Section 2.3(a), (b) or (c) and specifying the particulars thereof in detail.

A termination shall not be deemed for Cause if, for example, the termination results from the Company's determination that the Executive's position is redundant or unnecessary or that the Executive's performance is unsatisfactory or if the termination stems from the Executive's refusal to agree to or accept any Company Action described and defined in Section 2.4.

2.4 Termination by Executive for Good Reason -----

The Executive may, whether or not his Employment Agreement remains in force, terminate his 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 2.4 or (ii) receipt of notice from the Company of the Company's intention to take any such action or engage in any such omission. A termination of employment under this Section 2.4 shall be deemed a valid and proper termination of the Employment Agreement if then in force and to this extent the parties agree that the Employment Agreement is hereby amended.

The actions or omissions which may lead to a termination of employment for Good Reason (herein collectively and severally "Company Actions") are as follows:

(a) A reduction by the Company in the Executive's base salary as in effect on the date hereof or as the same may be increased from time to time or a failure by the Company to increase the Executive's base salary each year during the Protected Period by an amount which at least equals, on a percentage basis, the average percentage increase in base salary for all officers of the Company during the three full calendar years immediately preceding the Change in Control; or

(b) A change in the Executive's reporting responsibilities, titles or offices as in effect immediately prior to a Change in Control; or

(c) The assignment to the Executive of any positions, duties or responsibilities inconsistent in the good faith opinion of the Executive with the Executive's positions, duties and responsibilities with the Company immediately prior to the Change in Control; or

(d) A failure by the Company (i) to continue any cash bonus or other incentive plans substantially in the forms in effect immediately prior to the Change in Control, or (ii) to continue the Executive as a participant in such plans on at least the same basis as the Executive participated in accordance with the plans immediately prior to the Change in Control; or

(e) A requirement by the Company that the Executive be based or perform his duties anywhere other than at the Company's Corporate Office location immediately prior to the Change in Control, except for required travel on the Company's business to an extent substantially consistent with the Executive's business travel obligations immediately prior to the Change in Control or, in the event the Executive consents to any relocation, the failure by the Company to pay (or reimburse the Executive for) all reasonable expenses incurred by him relating to a change of his principal residence in connection with such relocation and to indemnify the Executive against any loss realized on the sale of his principal residence in connection with any such change of residence (loss is defined as the difference between the actual sale price of such residence and the higher of (i) the aggregate investment in such residence (including improvements thereto) or (ii) the fair market value of such as determined

by a real estate appraiser designated by the Executive and reasonably satisfactory to the Company); or

(f) A failure by the Company to continue in effect any benefit or other compensation plan (e.g., stock ownership plan, stock purchase plan, stock option plan, life insurance plan, health and accident plan or disability plan) in which the Executive is participating at the time of a Change in Control (or plans providing the Executive with substantially similar benefits), the taking of any action by the Company which would adversely affect the Executive's participation in or materially reduce the Executive's benefits under any of such plans or deprive the Executive of any material fringe benefit enjoyed by him at the time of the Change in Control, or the Company's failure to provide the Executive with the number of paid vacation days to which he is entitled in accordance with the Company's normal vacation practices with respect to the Executive at the time of the Change in Control; or

(g) A failure by the Company to obtain the assumption agreement to perform this Agreement by any successor as contemplated by Section 7 of this Agreement; or

(h) Any purported termination of the Executive's employment that is not carried out (i) pursuant to a notice of termination which satisfies the requirements of Section 2.5 or (ii) in accordance with Section 2.3, if applicable; and for purposes of this Agreement, no such purported termination shall be effective.

2.5 Notice of Termination

Any purported termination by the Company of the Executive's employment under Section 2.2 (Disability) or 2.3 (for Cause) or by the Executive under Section 2.4 (for Good Reason) shall be communicated by notice of termination to the other party. A notice of termination shall mean a notice which shall include the specific termination Section in this Agreement relied upon and shall set forth in reasonable detail, the facts and circumstances claimed to provide a basis for termination of employment under the Section so indicated.

2.6 Date of Termination

The date the Executive's employment is terminated under this Agreement for Disability, for Cause or for Good Reason 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 the Executive shall not have returned to the performance of his duties on a full-time basis during such 30 day period). If the Executive's employment is terminated for Cause, the Date of Termination shall be the date specified in the notice of

termination. If the Executive's 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.

2.7 Prior Notice Required of Company Actions -----

During the Protected Period, the Company shall not terminate the Executive's employment (except for Disability or for Cause or pursuant to the Employment Agreement) or take any Company Action as defined in Section 2.4 without first giving the Executive at least three months' prior notice of termination or the planned Company Action, as the case may be.

3. Benefits upon Termination of Employment -----

3.1 General -----

If, during the Protected Period following each Change in Control, the Executive's employment is terminated either (i) by the Company (other than for Disability or Cause under this Agreement and other than for disability or cause under the Employment Agreement) or (ii) by the Executive for Good Reason, then the Executive, at his election, shall be entitled to the benefits provided in this Section 3 (collectively and severally "Termination Benefits"). If the Executive elects to receive Termination Benefits under this Agreement then he shall automatically forfeit his option under Section 9 of the Employment Agreement to render consulting services to the Company on the terms and conditions set out in the Employment Agreement. This forfeiture shall not in any manner affect the option of the Company under Section 9 of the Employment Agreement to obtain the consulting services of the Executive.

3.2 Base Salary Through Date of Termination; Previously Earned Bonus -----

The Company shall promptly pay the Executive his full base salary through the Date of Termination at the rate in effect at the time notice of termination is given. In addition, the Company shall promptly pay the amount of any bonus for a past period which has been earned by the Executive but not yet paid under the applicable bonus plan. The Company shall give the Executive credit for any vacation earned but not taken.

3.3 Pro-Rata Bonus for Year of Termination

The Company shall pay the Executive a pro-rata bonus for the year in which his employment terminates. The pro-rata bonus shall be equal to "A" divided by "B" with the quotient multiplied by "C" where:

- (a) "A" equals the number of days the Executive is employed by the Company in the year in which the termination of employment occurs (the "Termination Year");
- (b) "B" equals 365; and
- (c) "C" equals the maximum bonus the Executive would have been eligible for in the Termination Year under Section 4.2 of his Employment Agreement or under the Company's Executive and Key Man Incentive Compensation Plan (or successor plans), whichever may be applicable.

The pro-rata bonus shall be paid by the Company in a lump sum, concurrently with the first severance pay installment provided for in Section 3.4.

3.4 Monthly Severance Payments

The Company shall pay the Executive the aggregate severance payments equal to (i) 160% of the Executive's annual base salary as of the date of the Change in Control or as of the Date of Termination, whichever is greater, multiplied by (ii) three. The severance payments shall be made in 36 equal, consecutive monthly installments, with the first installment to be on the first day of the first month immediately following the Date of Termination. The 160% figure in this Section shall be appropriately increased or decreased if and as the Executive's maximum annual bonus potential (expressed as a percentage of his annual base salary) is increased or decreased.

3.5 Fringe Benefits (General)

The Company shall maintain in full force, the continued benefit of the Executive for three years after the Date of Termination, all employee benefit plans, programs and/or arrangements (collectively and severally "Benefit Plans") in which the Executive was entitled to participate immediately prior to the Date of Termination provided the Executive's continued participation is possible under the general terms and provisions of such Benefit Plans. If the Executive's participation in any such Benefit Plan is barred, the Company shall arrange to provide the Executive with benefits substantially similar to those which the Executive is entitled to receive under such Plans. At the end of the three year period of coverage, the Executive shall have the option to have assigned to him at no cost and with no apportionment of prepaid premiums, any assignable insurance policy owned by the Company and relating specifically to the Executive.

3.6 Retirement Plans

The Company shall pay the Executive in cash a lump sum additional retirement benefit. Such benefit shall be paid at the Executive's normal retirement age (or earlier retirement age should the Executive so elect) as defined in the retirement programs in which the Executive participates or any successor programs in effect on the date of any Change in Control. Such additional benefit shall be equal to the actuarial equivalent of the additional retirement benefit to which the Executive would have been entitled under such retirement programs had he accumulated three additional years of continuous service (following the Date of Termination) under such retirement programs both for purposes of determining eligibility for benefits and for purposes of calculating the amount of such benefits. If any retirement program requires contributions by participants and the Executive is precluded by the terms of the program from making such contributions following the Date of Termination, then the amount of additional retirement benefit payable under this Section 3.6 shall be equitably adjusted to reflect the absence of contributions by the Executive.

The Company shall pay the Executive in cash each month the result obtained by subtracting "Y" from "X" where:

- (a) "Y" is the monthly Pension Payment the Executive receives under Section 6 of the Employment Agreement; and
- (b) "X" is the monthly Pension Payment the Executive would have received under Section 6 of the Employment Agreement had his employment terminated three years later than it in fact terminated

The benefits under this Section 3.6 are in addition to those the Executive may be entitled to under the retirement programs in question. In addition, the benefits provided under this Section 3.6 do not in any way limit the benefits payable to the Executive under Section 3.5.

3.7 Stock Options

The Company shall at the request of the Executive accelerate and make immediately exercisable in full all unexercised stock options which the Executive then holds to acquire securities from the Company. This shall be done, to the maximum extent possible, in a manner that will allow the Executive, upon the exercise of any such options, to obtain favorable Federal Income Tax treatment. The Executive's request may be made at any time during the period beginning with the giving of the notice of termination and ending three months after the Executive's employment terminates (the "Option Election Period").

Instead of exercising any or all outstanding stock options then held by him, the Executive may elect during the Option Exercise Period to surrender to the

Company his rights in such outstanding stock options (whether or not then exercisable). Upon such surrender, the Company shall pay to the Executive an amount in cash per optioned share equal to the difference between (i) the option price of such share and (ii) the higher of: (x) the closing price of the Company's shares on the date of the Change in Control, (y) the closing price of the Company's shares on the date the options (or in the case of Section 3.10, the shares) are surrendered to the Company, or (z) the highest price per Company share actually paid in connection with any Change in Control of the Company.

If, within six months of the taking of any Company Action under Section 2.4, the Executive dies while still employed by the Company, the Executive's estate shall be entitled, upon notice to the Company within 90 days of the Executive's death, to be paid an amount equal to the amount the Executive would have received had he surrendered all of his stock options under this Section as of the date preceding his death. Such amount shall be paid in cash by the Company within 45 days after receipt of the notice and the delivery of an instrument surrendering all rights the Executive's estate may have held to the stock options.

3.8. Purchase of Company Car

The Company shall permit the Executive during the Option Election Period to purchase any Company automobile the Company was providing for the Executive's use at the time notice of termination was given. The purchase price shall be the book or wholesale value of such automobile at such time, whichever is lower.

3.9 Job Search Assistance; Legal Fees; etc.

The Company shall reimburse the Executive for the costs of his job search, including air fares, telephone conversations, advertisements, executive placement or search fees and the like to the extent not reimbursed by others. In addition, the Company shall provide the Executive with adequate secretarial assistance and office space while the Executive's job search continues. The Company shall promptly reimburse the Executive for all relocation costs to the extent such reimbursement is not made by the Executive's new employer. The Company's obligations under this first paragraph of Section 3.9 shall terminate three years from the Date of Termination.

The Company shall pay all relocation and indemnity payments as set forth in Section 2.4(e), and all legal fees and expenses incurred by the Executive as a result of the termination of his employment (including all such fees and expenses, if any, incurred in contesting or disputing any such termination of employment or in seeking to obtain or enforce any right or benefit provided by this Agreement).

3.10 Repurchase of Company Shares Owned by Executive

Upon request made during the Option Election Period, the Company shall purchase all Company shares owned by the Executive immediately prior

to the Date of Termination. Within 45 days after the request is made, the Executive's shares properly endorsed and free of all claims shall be delivered to the Company. Thereupon, the Company shall pay the purchase price in cash. The purchase price shall be the highest price per share that can be computed under Section 3.7.

3.11 Termination Which Does Not Require Payment of Termination

Benefits

No Termination Benefits need be provided by the Company to the Executive under this Section 3 if the Executive's employment is terminated:

- (a) By his death; or
- (b) By the Executive for any reason other than for Good Reason (e.g. by retirement); or
- (c) By the Company for Disability or for Cause under this Agreement or for disability or cause under the Employment Agreement.

As used herein, retirement by the Executive means termination of employment in accordance with the Company's normal retirement policy, including early retirement, generally applicable to the Company's salaried employees or in accordance with any special retirement arrangement jointly established by the Company and the Executive and mutually agreeable to both.

4. New Employment; Reduction of Termination Benefits

The Termination Benefits provided under Section 3 shall not be treated as damages, but rather shall be treated as severance compensation to which the Executive is entitled. The Executive shall not be required to mitigate the amount of any Termination Benefit provided under Section 3 by seeking other employment or otherwise. If, however, following a termination of employment which invokes Section 3, the Executive becomes employed full time by a third party (as distinguished from becoming self-employed or being employed by an employer controlled by the Executive and/or members of his immediate family), then the amount of any cash compensation (including base salary and bonuses) received by the Executive from such third party shall reduce on a dollar for dollar basis, but not below zero, the amount of cash payments which the Executive is thereafter entitled to receive under Section 3.4. In addition, any fringe benefits that the Executive may receive from full time employment by a third person (as distinguished from self-employment or employment by an employer controlled by the Executive and/or members of his immediate family) shall be applied against and reduce any fringe benefits thereafter to be made available to the Executive under Section 3.5. In no event shall the Executive be

required to return to the Company any Termination Benefits received by him prior to his commencement of full time employment with a third person.

5. Voluntary Termination of Employment by Executive

The Executive may voluntarily terminate his employment with the Company for any reason (including retirement) within one year of any Change in Control described in this Section. A termination of employment under this Section 5 shall be deemed a valid and proper termination of the Employment Agreement if then in force and to this extent the parties agree that the Employment Agreement is hereby amended. Upon any such termination of employment the Executive may in his sole discretion elect to receive, and the Company shall provide, the following benefits and no others under this Agreement:

- (a) The Company shall promptly pay the Executive those salary, bonus and vacation payments provided for in Section 3.2, which section is incorporated by reference in this Section 5.
- (b) The Company shall promptly pay the Executive the pro-rata bonus provided for in Section 3.3, which section is incorporated by reference in this Section 5.
- (c) The Company shall promptly pay the Executive a non-forfeitable lump sum cash termination payment equal to 75% of the Executive's total cash compensation for the calendar year immediately preceding the Date of Termination of his employment.
- (d) The Company shall provide the Executive for one year with those fringe benefits described in Section 3.5, which section is incorporated by reference in this Section 5. The fringe benefits provided under this subsection (d) shall be reduced by any fringe benefits the Executive thereafter receive from full time employment by a third person (as distinguished from self-employment).

If the Executive does not elect to receive benefits under this Section 5, then he shall remain eligible to receive Termination Benefits in accordance with the provisions of Section 3.

The benefits payable to the Executive under this Section 5 are in addition to all benefits provided to him under the Employment Agreement except as provided in the next following sentence. If the Executive elects to receive benefits under this Section 5 then he shall automatically forfeit his option under Section 9 of the Employment Agreement to render consulting services to the Company on the terms and conditions set out in the Employment Agreement. This forfeiture shall not in any manner affect the option of the Company under Section 9 of the Employment Agreement to obtain the consulting services of the Executive.

The only Change in Control that will permit an Executive to make an election under this Section 5 is a Change in Control that is opposed by a majority vote of the Board and in connection with such Change in Control or as a result thereof:

- (a) A majority of the whole Board becomes comprised of persons other than Original Directors or their Successors (as those terms are defined in Section 1(c)); or
- (b) Any person (as defined in Section 1(b)) becomes the beneficial owner (as defined in Section 1(b)); directly or indirectly of 50% or more of the combined voting power of the Company's then outstanding voting securities.

6. Termination of Employment Prior to Change in Control

Prior to a Change in Control and if there is no Employment Agreement in force, the Executive shall not voluntarily terminate his employment with the Company except upon at least three months' prior notice. Similarly, the Company shall not terminate the Executive's employment other than for Cause except upon at least three months' prior notice. If the Employment Agreement is in force, termination of employment by the Executive or the Company shall be governed by the terms thereof.

7. Successor; Binding Agreement

The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place (the assumption shall be by agreement in form and substance satisfactory to the Executive). Failure of the Company to obtain such agreement prior to the effectiveness of any such succession shall be a breach of this Agreement and shall entitle the Executive, at his election, to Termination Benefits from the Company in the same amount and on the same terms as the Executive would be entitled to hereunder if he terminated his employment for Good Reason, except that for purposes of implementing the foregoing, the date on which any such election becomes effective shall be deemed the Date of Termination. As used in this Agreement, "Company" shall mean the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid which executes and delivers the agreement provided for in this Section 7 or which otherwise becomes bound by all the terms and provisions of this Agreement by operation of law.

This Agreement shall inure to the benefit of and be enforceable by the Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. If the Executive should die while any amount would still be payable to him hereunder if he had continued to live, all such amounts, unless

otherwise provided herein, shall be paid in accordance with the terms of this Agreement to his devisee, legatee or other designee or, if there be no such designee, to his estate.

8. Miscellaneous

8.1 Notice

All notices, elections, waivers and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly give when delivered or mailed by United States certified mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth on the first page of this Agreement, or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

8.2 No Waiver

No provisions of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing, signed by the Executive and an officer of the Company. No waiver by either party at any time of any breach by the other party of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement.

8.3 Enforceability

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

8.4 Disputes

Notwithstanding the pendency of any dispute involving this Agreement, the Company shall continue to pay all amounts and provide all benefits which the Executive alleges are required by this Agreement (collectively the "Disputed Benefits") until the dispute is finally resolved by agreement, litigation or otherwise. If the dispute is resolved in the Company's favor, then the person(s) resolving the dispute shall further determine (i) whether the Executive initiated and continued the dispute in good faith and (ii) whether there was a reasonable basis for the allegations made by the Executive. If it is determined the Executive proceeded in good faith and with a reasonable basis for his allegations, then the Executive shall not be required to reimburse the Company for the Disputed Benefits received by him. Otherwise the Executive shall be required (i) to fully reimburse the Company for the actual cost to the Company of

providing the Disputed Benefits and (ii) to pay the Company as liquidated damages a lump sum cash payment equal to 20% of the Disputed Benefits.

8.5 Sections; Captions

All references in this Agreement to Section refer to the applicable Sections of this Agreement. References in this Agreement to a given Section (e.g. Section 3) shall, unless the context requires otherwise, refer to all parts of such Section (e.g. 3.1 through 3.10).

The captions have been placed in this Agreement for ease of reference only. They shall not be used in the interpretation of this Agreement.

8.6 Term of Agreement

This Agreement shall continue in force so long as the Executive remains employed by the Company or any successor and shall apply to any Change in Control that occurs while the Executive remains so employed.

8.7 No Right of Offset

Effective upon the occurrence of a Change in Control, the Company waives, and will not assert, any right to set off the amount of any claims, liabilities, damages or losses the Company may have against any amounts payable by the Company to the Executive whether under this Agreement or otherwise.

8.8 Successive Changes in Control

A separate Change in Control shall be deemed to have occurred with each occurrence of any event described at subsections (a) through (e) of Section 1.1. This Agreement pertains to each and every Change in Control, including successive Changes in Control involving the same controlling persons(s).

8.9 Interpretation of Agreement

In the event of any ambiguity, vagueness or other matter involving the interpretation or meaning of this Agreement, this Agreement shall be liberally construed so as to provide to the Executive the full benefits set out herein.

IN WITNESS WHEREOF, this Agreement has been signed as of the day and year first above written.

Attest:

LEGGETT & PLATT, INCORPORATED

/s/ ERNEST C. JETT

Assistant Secretary

By: /s/ MICHAEL A. GLAUBER

Vice President

/s/ HARRY M. CORNELL, JR.

Executive

Severance Benefit Agreement

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SEVERANCE BENEFIT AGREEMENT

This Severance Benefit Agreement (the "Agreement") is made as of May 9, 1984 by Leggett & Platt, Incorporated, No. 1 Leggett Road, Carthage, Missouri 64836 (the "Company") and Felix E. Wright (the "Executive"), residing at Route 4, Carthage, Missouri 64836.

RECITALS

The Executive functions as Executive Vice President and Chief Operating Officer of the Company on the date hereof and is one of the key employees of the Company.

The Company considers the maintenance of sound and vital management essential to protecting and enhancing the best interests of the Company and its shareholders. In this connection, the Company recognizes that in today's business environment the possibility of a change in control of the Company may exist in the future. The Company further recognizes that such possibility, and the uncertainty which it may raise among key executives, could result in the departure of distraction of key executives to the detriment of the Company and its shareholders. Accordingly, the Board of Directors of the Company (the "Board") has determined that appropriate steps should be taken (i) to further induce the Executive to remain with the Company and (ii) to reinforce and encourage the continued attention and dedication of the Executive to his assigned duties without distraction in the face of potentially disturbing circumstances arising from the possibility of a change in control of the Company.

Now, Therefore, in consideration of the premises and for other good and valuable considerations, receipt of which are hereby acknowledged, the Company and the Executive do agree as follows:

1. Change in Control; Employment Agreement

1.1 Change in Control

The Company may be required to provide certain benefits to the Executive under this Agreement following each and every "Change in Control" of the Company.

A "Change in Control" of the Company shall be deemed to have occurred if:

- (a) There is any change in control as contemplated by (i) Item 5(f) of Schedule 14A, Regulation 14A, promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act") or (ii) Item 1 of Form 8-K promulgated by the Securities and Exchange Commission under the Exchange Act; or

- (b) Any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of 25% or more of the combined voting power of the Company's then outstanding voting securities; or
- (c) Those persons serving as directors of the Company on the date of this Agreement (the "Original Directors") and/or their Successors do not constitute a majority of the whole Board of Directors of the Company (the term "Successors" shall mean those directors whose election or nomination for election by the Company's shareholders has been approved by the vote of at least two-thirds of the Original Directors and previously qualified Successors serving as directors of the Company at the time of such election or nomination for election); or
- (d) The Company shall be a party to a merger or consolidation with another corporation and as a result of such merger or consolidation, less than 75% of the outstanding voting securities of the surviving or resulting corporation shall be owned in the aggregate by the former shareholders of the Company as the same shall have existed immediately prior to such merger or consolidation; or
- (e) The Company liquidates, sells, or otherwise transfers all or substantially all of its assets to a person not controlled by the Company both immediately prior to and immediately after such sale.

1.2 Employment Agreement

Any benefits provided to the Executive under this Agreement will, unless specifically stated otherwise in this Agreement be in addition to and not in lieu of any benefits that may be provided the Executive under his Employment Agreement with the Company dated May 1, 1981 (this agreement as previously, herein or hereafter amended, restated or superseded is herein called the "Employment Agreement").

Nothing in this Agreement is to be deemed to give the Company the right to take any action or engage in any omission with respect to the Executive (including Company Actions as defined in Section 2.4) at any time when any such action or omission is not permissible and proper under the Employment Agreement if then in force. Similarly, except as provided otherwise in the Employment Agreement (e.g. Section 2.4 and Section 5) nothing in this Agreement is to be deemed to give the Executive the right to take any action or engage in any omission with respect to the Company at any time when any such act or omission is not permissible and proper under the Employment Agreement if then in force.

This Agreement shall continue for the term provided in Section 8.6 and shall not be affected by any termination of the Employment Agreement.

2. Termination of Employment Following a Change in Control

2.1 General

During the 36 month period immediately following each and every Change in Control (the "Protected Period"), the Executive and the Company shall comply with all provisions of this Section 2 regarding termination of the Executive's employment.

2.2 Termination for Disability

If the Employment Agreement is not in force, the Company may terminate the Executive's employment for Disability. If the Employment Agreement is in force the Company may terminate the Executive's employment for disability only in accordance with the terms of the Employment Agreement. "Disability" as used in this Agreement as distinguished from the Employment Agreement shall mean the Executive's absence from, and his inability to substantially perform, his duties with the Company for a continuous period of six or more months as a result of physical causes or mental illness. During any period prior to the termination of his employment that the Executive is absent from, and is unable to substantially perform, his duties with the Company as a result of physical causes or mental illness, the Company shall continue to pay the Executive his full base salary at the rate then in effect and any bonuses earned by the Executive under Company bonus plans until such time as the Executive's employment is terminated by the Company for Disability. Following termination of employment under this Section 2.2, the Executive's benefits shall be determined in accordance with the Company's long term disability program as in effect on the date hereof, or any successor program then in effect.

2.3 Termination by Company for "Cause"

If the Employment Agreement is not in force the Company may terminate the Executive for Cause as defined in this Agreement. If the Employment Agreement is in force the Company may terminate the Executive for cause only in accordance with the terms of the Employment Agreement.

Termination for "Cause" under this Agreement as distinguished from the Employment Agreement shall be limited to the following:

- (a) The Executive's conviction of any crime involving money or other property of the Company or any of its subsidiaries or of any other crime (whether or not involving the Company or any

of its subsidiaries) that constitutes a felony in the jurisdiction involved; or

- (b) The Executive's continued, repeated, willful violations of specific written directions of the Board or the Company's Chief Executive Officer, which directions are consistent with this Agreement and the Executive's duties and do not constitute Company Action as defined in Section 2.4 and which violations continue following the Executive's receipt of such written directions; or
- (c) The Executive's continued, repeated, willful failure to perform his duties; provided, however, that no discharge shall be deemed for Cause under this subsection (c) unless the Executive first receives written notice from the Board or the Company's chief executive officer advising the Executive of specific acts or omissions alleged to constitute a failure to perform his duties, and such failure continues after the Executive shall have had a reasonable opportunity to correct the acts or omissions so complained of.

No act or failure to act on the Executive's part shall be considered "willful" unless done, or omitted to be done, by the Executive in bad faith and without reasonable belief that his action or omission was in the best interest of the Company. Moreover, the Executive should not be terminated for Cause unless and until there shall have been delivered to the Executive a notice of termination duly adopted by the affirmative vote of at least three-quarters of the entire membership of the Board at a meeting of the Board called and held for the purpose (after reasonable notice to the Executive and an opportunity for the Executive, together with his counsel, to be heard before the Board), finding that in the good faith opinion of the Board the Executive was guilty of the conduct set forth in Section 2.3(a), (b) or (c) and specifying the particulars thereof in detail.

A termination shall not be deemed for Cause if, for example, the termination results from the Company's determination that the Executive's position is redundant or unnecessary or that the Executive's performance is unsatisfactory or if the termination stems from the Executive's refusal to agree to or accept any Company Action described in Section 2.4.

2.4 Termination by Executive for Good Reason -----

The Executive may, whether or not his Employment Agreement remains in force, terminate his 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 2.4 or (ii) receipt of notice from the Company of the Company's intention to take any such action or engage in any such omission. A termination of employment under this

Section 2.4 shall be deemed a valid and proper termination of the Employment Agreement if then in force and to this extent the parties agree that the Employment Agreement is hereby amended.

The actions or omissions which may lead to a termination of employment for Good Reason (herein collectively and severally "Company Actions") are as follows:

- (a) A reduction by the Company in the Executive's base salary as in effect on the date hereof or as the same may be increased from time to time or a failure by the Company to increase the Executive's base salary each year during the Protected Period by an amount which at least equals, on a percentage basis, the average percentage increase in base salary for all officers of the Company during the three full calendar years immediately preceding the Change in Control; or
- (b) A change in the Executive's reporting responsibilities, titles or offices as in effect immediately prior to a Change in Control; or
- (c) The assignment to the Executive of any positions, duties or responsibilities inconsistent in the good faith opinion of the Executive with the Executive's positions, duties and responsibilities with the Company immediately prior to the Change in Control; or
- (d) A failure by the Company (i) to continue any cash bonus or other incentive plans substantially in the forms in effect immediately prior to the Change in Control, or (ii) to continue the Executive as a participant in such plans on at least the same basis as the Executive participated in accordance with the plans immediately prior to the Change in Control; or
- (e) A requirement by the Company that the Executive be based or perform his duties anywhere other than at the Company's Corporate Office location immediately prior to the Change in Control, except for required travel on the Company's business to an extent substantially consistent with the Executive's business travel obligations immediately prior to the Change in Control or, in the event the Executive consents to any relocation, the failure by the Company to pay (or reimburse the Executive for) all reasonable expenses incurred by him relating to a change of his principal residence in connection with such relocation and to indemnify the Executive against any loss realized on the sale of his principal residence in connection with any such change of residence (loss is defined as the difference between the actual sale price of such residence and the higher of (i) the aggregate investment in such residence (including improvements thereto) or (ii) the fair market value of such as determined by a real estate appraiser

designated by the Executive and reasonably satisfactory to the Company;

- (f) A failure by the Company to continue in effect any benefit or other compensation plan (e.g., stock ownership plan, stock purchase plan, stock option plan, life insurance plan, health and accident plan or disability plan) in which the Executive is participating at the time of a Change in Control (or plans providing the Executive with substantially similar benefits), the taking of any action by the Company which would adversely affect the Executive's participation in or materially reduce the Executive's benefits under any of such plans or deprive the Executive of any material fringe benefit enjoyed by him at the time of the Change in Control, or the Company's failure to provide the Executive with the number of paid vacation days to which he is entitled in accordance with the Company's normal vacation practices with respect to the Executive at the time of the Change in Control; or
- (g) A failure by the Company to obtain the assumption agreement to perform this Agreement by any successor as contemplated by Section 7 of this Agreement; or
- (h) Any purported termination of the Executive's employment that is not carried out (i) pursuant to a notice of termination which satisfies the requirements of Section 2.5 or (ii) in accordance with Section 2.3, if applicable; and for purposes of this Agreement, no such purported termination shall be effective.

2.5 Notice of Termination

Any purported termination by the Company of the Executive's employment under Section 2.2 (Disability) or 2.3 (for Cause) or by the Executive under Section 2.4 (for Good Reason) shall be communicated by notice of termination to the other party. A notice of termination shall mean a notice of termination to the other party. A notice of termination shall mean a notice which shall include the specific termination Section in this Agreement relied upon and shall set forth in reasonable detail, the facts and circumstances claimed to provide a basis for termination of employment under the Section so indicated.

2.6 Date of Termination

The date the Executive's employment is terminated under this Agreement for Disability, for Cause or for Good Reason 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 the Executive shall not have returned to the performance of his duties on a full-time basis during such 30 day period). If the Executive's employment is terminated for Cause, the Date of Termination shall be the date specified in the notice of

termination. If the Executive's 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.

2.7 Prior Notice Required of Company Actions

During the Protected Period, the Company shall not terminate the Executive's employment (except for Disability or for Cause or pursuant to the Employment Agreement) or take any Company Action as defined in Section 2.4 without first giving the Executive at least three months' prior notice of termination or the planned Company Action, as the case may be.

3. Benefits upon Termination of Employment

3.1 General

If, during the Protected Period following each Change in Control, the Executive's employment is terminated either (i) by the Company (other than for Disability or Cause under this Agreement and other than for disability or cause under the Employment Agreement) or (ii) by the Executive for Good Reason, then the Executive, at his election, shall be entitled to the benefits provided in this Section 3 (collectively and severally "Termination Benefits"). If the Executive elects to receive Termination Benefits under this Agreement then he shall automatically forfeit his option, if any, under Section 9 of the Employment Agreement to render consulting services to the Company on the terms and conditions set out in the Employment Agreement and shall also automatically forfeit his right to receive the compensations and benefits provided for in Section 10 of the Employment Agreement.

3.2 Base Salary Through Date of Termination; Previously Earned Bonus

The Company shall promptly pay the Executive his full base salary through the Date of Termination at the rate in effect at the time notice of termination is given. In addition, the Company shall promptly pay the amount of any bonus for a past period which has been earned by the Executive but not yet paid under the applicable bonus plan. The Company shall give the Executive credit for any vacation earned but not taken.

3.3 Pro-Rata Bonus for Year of Termination

The Company shall pay the Executive a pro-rata bonus for the year in which his employment terminates. The pro-rata bonus shall be equal to "A" divided by "B" with the quotient multiplied by "C" where:

- (a) "A" equals the number of days the Executive is employed by the Company in the year in which the termination of employment occurs (the "Termination Year");
- (b) "B" equals 365; and
- (c) "C" equals the maximum bonus the Executive would have been eligible for in the Termination Year under Section 4.2 of his Employment Agreement or under the Company's Executive and Key Man Incentive Compensation Plan (or successor plans), whichever may be applicable.

The pro-rata bonus shall be paid by the Company in a lump sum, currently with the first severance pay installment provided for in Section 3.4.

3.4 Monthly Severance Payments

The Company shall pay the Executive the aggregate severance payments equal to (i) 148% of the Executive's annual base salary as of the date of the Change in Control or as of the Date of Termination, whichever is greater, multiplied by (ii) three. The severance payments shall be made in 36 equal, consecutive monthly installments, with the first installment to be on the first day of the first month immediately following the Date of Termination. The 148% figure in this Section shall be appropriately increased or decreased if and as the Executive's maximum annual bonus potential (expressed as a percentage of his annual base salary) is increased or decreased.

3.5 Fringe Benefits (General)

The Company shall maintain in full force, the continued benefit of the Executive for three years after the Date of Termination, all employee benefit plans, programs and/or arrangements (collectively and severally "Benefit Plans") in which the Executive was entitled to participate immediately prior to the Date of Termination provided the Executive's continued participation is possible under the general terms and provisions of such Benefit Plans. If the Executive's participation in any such Benefit Plan is barred, the Company shall arrange to provide the Executive with benefits substantially similar to those which the Executive is entitled to receive under such Plans. At the end of the three year period of coverage, the Executive shall have the option to have assigned to him at no cost and with no apportionment of prepaid premiums, any assignable insurance policy owned by the Company and relating specifically to the Executive.

3.6 Retirement Plans

The Company shall pay the Executive in cash a lump sum additional retirement benefit. Such benefit shall be paid at the Executive's normal retirement age (or earlier retirement age should the Executive so elect) as defined in the retirement programs in which the Executive participates or any successor programs in effect on the date of any Change in Control. Such additional benefit shall be equal to the actuarial equivalent of the additional retirement benefit to which the Executive would have been entitled under such retirement programs had he accumulated three additional years of continuous service (following the Date of Termination) under such retirement programs both for purposes of determining eligibility for benefits and for purposes of calculating the amount of such benefits. If any retirement program requires contributions by participants and the Executive is precluded by the terms of the program from making such contributions following the Date of Termination, then the amount of additional retirement benefit payable under this Section 3.6 shall be equitably adjusted to reflect the absence of contributions by the Executive.

The benefits under this Section 3.6 are in addition to those the Executive may be entitled to under the retirement programs in question. In addition, the benefits provided under this Section 3.6 do not in any way limit the benefits payable to the Executive under Section 3.5.

3.7 Stock Options

The Company shall at the request of the Executive accelerate and make immediately exercisable in full all unexercised stock options which the Executive then holds to acquire securities from the Company. This shall be done, to the maximum extent possible, in a manner that will allow the Executive, upon the exercise of any such options, to obtain favorable Federal Income tax treatment. The Executive's request may be made at any time during the period beginning with the giving of the notice of termination and ending three months after the Executive's employment terminates (the "Option Election Period").

Instead of exercising any or all outstanding stock options then held by him, the Executive may elect during the Option Exercise Period to surrender to the Company his rights in such outstanding stock options (whether or not then exercisable). Upon such surrender, the Company shall pay to the Executive an amount in cash per optioned share equal to the difference between (i) the option price of such share and (ii) the higher of: (x) the closing price of the Company's shares on the date of the Change in Control, (y) the closing price of the Company's shares on the date the options (or in the case of Section 3.10, the shares) are surrendered to the Company, or (z) the highest price per Company share actually paid in connection with any Change in Control of the Company.

If, within six months of the taking of any Company Action under Section 2.4, the Executive dies while still employed by the Company, the Executive's estate shall be entitled, upon notice to the Company within 90 days of the Executive's death, to be paid an amount equal to the amount the Executive would have received had he surrendered all of his stock options under this Section as of the date preceding his death. Such amount shall be paid in cash by the Company within 45 days after receipt of the notice and the delivery of an instrument surrendering all rights the Executive's estate may have held to the stock options.

3.8. Purchase of Company Car -----

The Company shall permit the Executive during the Option Election Period to purchase any Company automobile the Company was providing for the Executive's use at the time notice of termination was given. The purchase price shall be the book or wholesale value of such automobile at such time, whichever is lower.

3.9 Job Search Assistance; Legal Fees; etc. -----

The Company shall reimburse the Executive for the costs of his job search, including air fares, telephone conversations, advertisements, executive placement or search fees and the like to the extent not reimbursed by others. In addition, the Company shall provide the Executive with adequate secretarial assistance and office space while the Executive's job search continues. The Company shall promptly reimburse the Executive for all relocation costs to the extent such reimbursement is not made by the Executive's new employer. The Company's obligations under this first paragraph of Section 3.9 shall terminate three years from the Date of Termination.

The Company shall pay all relocation and indemnity payments as set forth in Section 2.4(e), and all legal fees and expenses incurred by the Executive as a result of the termination of his employment (including all such fees and expenses, if any, incurred in contesting or disputing any such termination of employment or in seeking to obtain or enforce any right or benefit provide d by this Agreement).

3.10 Repurchase of Company Shares Owned by Executive -----

Upon request made during the Option Election Period, the Company shall purchase all Company shares owned by the Executive immediately prior to the Date of Termination. Within 45 days after the request is made, the Executive's shares properly endorsed and free of all claims shall be delivered to the Company. Thereupon, the Company shall pay the purchase price in cash. The purchase price shall be the highest price per share that can be computed under Section 3.7.

3.11 Termination Which Does Not Require Payment of Termination -----

Benefits

No Termination Benefits need be provided by the Company to the Executive under this Section 3 if the Executive's employment is terminated:

- (a) By his death; or
- (b) By the Executive for any reason other than for Good Reason (e.g. by retirement); or
- (c) By the Company for Disability or for Cause under this Agreement or for disability or cause under the Employment Agreement.

As used herein, retirement by the Executive means termination of employment in accordance with the Company's normal retirement policy, including early retirement, generally applicable to the Company's salaried employees or in accordance with any special retirement arrangement jointly established by the Company and the Executive and mutually agreeable to both.

4. New Employment; Reduction of Termination Benefits

The Termination Benefits provided under Section 3 shall not be treated as damages, but rather shall be treated as severance compensation to which the Executive is entitled. The Executive shall not be required to mitigate the amount of any Termination Benefit provided under Section 3 by seeking other employment or otherwise. If, however, following a termination of employment which invokes Section 3, the Executive becomes employed full time by a third party (as distinguished from becoming self-employed or being employed by an employer controlled by the Executive and/or members of his immediate family), then the amount of any cash compensation (including base salary and bonuses) received by the Executive from such third party shall reduce on a dollar for dollar basis, but not below zero, the amount of cash payments which the Executive is thereafter entitled to receive under Section 3.4. In addition, any fringe benefits that the Executive may receive from full time employment by a third person (as distinguished from self-employment or employment by an employer controlled by the Executive and/or members of his immediate family) shall be applied against and reduce any fringe benefits thereafter to be made available to the Executive under Section 3.5. In no event shall the Executive be required to return to the Company any Termination Benefits received by him prior to his commencement of full time employment with a third person.

5. Voluntary Termination of Employment by Executive

The Executive may voluntarily terminate his employment with the Company for any reason (including retirement) within one year of any Change in Control described in this Section. A termination of employment under this Section 5 shall be deemed a valid and proper termination of the Employment Agreement if then in force and to this extent the parties agree that the Employment Agreement is hereby amended.

Upon any such termination of employment the Executive may in his sole discretion elect to receive, and the Company shall provide, the following benefits and no others under this Agreement:

- (a) The Company shall promptly pay the Executive those salary, bonus and vacation payments provided for in Section 3.2, which section is incorporated by reference in this Section 5.
- (b) The Company shall promptly pay the Executive the pro-rata bonus provided for in Section 3.3, which section is incorporated by reference in this Section 5.
- (c) The Company shall promptly pay the Executive a non-forfeitable lump sum cash termination payment equal to 75% of the Executive's total cash compensation for the calendar year immediately preceding the Date of Termination of his employment.
- (d) The Company shall provide the Executive for one year with those fringe benefits described in Section 3.5, which section is incorporated by reference in this Section 5. The fringe benefits provided under this subsection (d) shall be reduced by any fringe benefits the Executive thereafter receive from full time employment by a third person (as distinguished from self-employment).

If the Executive does not elect to receive benefits under this Section 5, then he shall remain eligible to receive Termination Benefits in accordance with the provisions of Section 3.

The benefits payable to the Executive under this Section 5 are in addition to all benefits provided to him under the Employment Agreement except as provided in the next following sentence. If the Executive elects to receive benefits under this Section 5 then he shall automatically forfeit his option, if any, under Section 9 of the Employment Agreement to render consulting services to the Company on the terms and conditions set out in the Employment Agreement and shall also automatically forfeit his right to receive the compensations and benefits provided for in Section 10 of the Employment Agreement.

The only Change in Control that will permit an Executive to make an election under this Section 5 is a Change in Control that is opposed by a majority vote of the Board and in connection with such Change in Control or as a result thereof:

- (a) A majority of the whole Board becomes comprised of persons other than Original Directors or their Successors (as those terms are defined in Section 1(c)); or

(b) Any person (as defined in Section 1(b)) becomes the beneficial owner (as defined in Section 1(b)); directly or indirectly of 50% or more of the combined voting power of the Company's then outstanding voting securities.

6. Termination of Employment Prior to Change in Control

Prior to a Change in Control and if there is no Employment Agreement in force, the Executive shall not voluntarily terminate his employment with the Company except upon at least three months' prior notice. Similarly, the Company shall not terminate the Executive's employment other than for Cause except upon at least three months' prior notice. If the Employment Agreement is in force, termination of employment by the Executive or the Company shall be governed by the terms thereof.

7. Successor; Binding Agreement

The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place (the assumption shall be by agreement in form and substance satisfactory to the Executive). Failure of the Company to obtain such agreement prior to the effectiveness of any such succession shall be a breach of this Agreement and shall entitle the Executive, at his election, to Termination Benefits from the Company in the same amount and on the same terms as the Executive would be entitled to hereunder if he terminated his employment for Good Reason, except that for purposes of implementing the foregoing, the date on which any such election becomes effective shall mean the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid which executes and delivers the agreement provided for in this Section 7 or which otherwise becomes bound by all the terms and provisions of this Agreement by operation of law.

This Agreement shall inure to the benefit of and be enforceable by the Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. If the Executive should die while any amount would still be payable to him hereunder if he had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to his devisee, legatee or other designee or, if there be no such designee, to his estate.

8. Miscellaneous

8.1 Notice

All notices, elections, waivers and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by United States certified mail, return receipt requested,

postage prepaid, addressed to the respective addresses set forth on the first page of this Agreement, or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

8.2 No Waiver

No provisions of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed in writing, signed by the Executive and an officer of the Company. No waiver by either party at any time of any breach by the other party of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement.

8.3 Enforceability

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

8.4 Disputes

Notwithstanding the pendency of any dispute involving this Agreement, the Company shall continue to pay all amounts and provide all benefits which the Executive alleges are required by this Agreement (collectively the "Disputed Benefits") until the dispute is finally resolved in the Company's favor, then the person(s) resolving the dispute shall further determine (i) whether the Executive initiated and continued the dispute in good faith and (ii) whether there was a reasonable basis for the allegations made by the Executive. If it is determined the Executive proceeded in good faith and with a reasonable basis for his allegations, then the Executive shall not be required to reimburse the Company for the Disputed Benefits received by him. Otherwise the Executive shall be required (i) to fully reimburse the Company for the actual cost to the Company of providing the Disputed Benefits and (ii) to pay the Company as liquidated damages a lump sum cash payment equal to 20% of the Disputed Benefits.

8.5 Sections; Captions

All references in this Agreement to Section refer to the applicable Sections of this Agreement. References in this Agreement to a given Section (e.g. Section 3) shall, unless the context requires otherwise, refer to all parts of such Section (e.g. 3.1 through 3.10).

The captions have been placed in this Agreement for ease of reference only. They shall not be used in the interpretation of this Agreement.

8.6 Term of Agreement

This Agreement shall continue in force so long as the Executive remains employed by the Company or any successor and shall apply to any Change in Control that occurs while the Executive remains so employed.

8.7 No Right of Offset

Effective upon the occurrence of a Change in Control, the Company waives, and will not assert, any right to set off the amount of any claims, liabilities, damages or losses the Company may have against any amounts payable by the Company to the Executive whether under this Agreement or otherwise.

8.8 Successive Changes in Control

A separate Change in Control shall be deemed to have occurred with each occurrence of any event described at subsections (a) through (e) of Section 1.1. This Agreement pertains to each and every Change in Control, including successive Changes in Control involving the same controlling persons(s).

8.9 Interpretation of Agreement

In the event of any ambiguity, vagueness or other matter involving the interpretation or meaning of this Agreement, this Agreement shall be liberally construed so as to provide to the Executive the full benefits set out herein.

IN WITNESS WHEREOF, this Agreement has been signed as of the day and year first above written.

Attest:

Leggett & Platt, Incorporated

/s/ ERNEST C. JETT

By: /s/ ROGER D. GLADDEN

/s/ FELIX E. WRIGHT

Executive

Severance Benefit Agreement

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Severance Benefit Agreement

This Severance Benefit Agreement (the "Agreement") is made as of May 9, 1984 by Leggett & Platt, Incorporated, No. 1 Leggett Road, Carthage, Missouri 64836 (the "Company") and ROBERT A. JEFFERIES, JR., residing at 1218 S. Maple, Carthage, Missouri 64836 (the "Executive").

RECITALS

The Executive functions as Vice President, General Counsel and Secretary of the Company on the date hereof and is one of the key employees of the Company.

The Company considers the maintenance of sound and vital management essential to protecting and enhancing the best interests of the Company and its shareholders. In this connection, the Company recognizes that in today's business environment the possibility of a change in control of the Company may exist in the future. The Company further recognizes that such possibility, and the uncertainty which it may raise among key executives, could result in the departure or distraction of key executives to the detriment of the Company and its shareholders. Accordingly, the Board of Directors of the Company (the "Board") has determined that appropriate steps should be taken (i) to further induce the Executive to remain with the Company and (ii) to reinforce and encourage the continued attention and dedication of the Executive to his assigned duties without distraction in the face of potentially disturbing circumstances arising from the possibility of a change in control of the Company.

Now, Therefore, in consideration of the premises and for other good and valuable considerations, receipt of which are hereby acknowledged, the Company and the Executive do agree as follows:

1. Change in Control

The Company may be required to provide certain benefits to the Executive under this Agreement following each and every "Change in Control" of the Company.

A "Change in Control" of the Company shall be deemed to have occurred if:

- (a) There is any change in control as contemplated by (i) Item 5(f) of Schedule 14A, Regulation 14A, promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act") or (ii) Item 1 of Form 8-K promulgated by the Securities and Exchange Commission under the Exchange Act; or
- (b) Any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or

indirectly, of 25% or more of the combined voting power of the Company's then outstanding voting securities; or

- (c) Those persons serving as directors of the Company on the date of this Agreement (the "Original Directors") and/or their Successors do not constitute a majority of the whole Board of Directors of the Company (the term "Successors" shall mean those directors whose election or nomination for election by the Company's shareholders has been approved by the vote of at least two-thirds of the Original Directors and previously qualified Successors serving as directors of the Company at the time of such election or nomination for election); or
- (d) The Company shall be a party to a merger or consolidation with another corporation and as a result of such merger or consolidation, less than 75% of the outstanding voting securities of the surviving or resulting corporation shall be owned in the aggregate by the former shareholders of the Company as the same shall have existed immediately prior to such merger or consolidation; or
- (e) The Company liquidates, sells, or otherwise transfers all or substantially all of its assets to a person not controlled by the Company both immediately prior to and immediately after such sale.

2. Termination of Employment Following a Change in Control

2.1 General

During the 36 month period immediately following each and every Change in Control (the "Protected Period"), the Executive and the Company shall comply with all provisions of this Section 2 regarding termination of the Executive's employment.

2.2 Termination for Disability

The Company may terminate the Executive's employment for Disability. "Disability" shall mean the Executive's absence from, and his inability to substantially perform, his duties with the Company for a continuous period of six or more months as a result of physical causes or mental illness. During any period prior to the termination of his employment that the Executive is absent from, and is unable to substantially perform, his duties with the Company as a result of physical causes or mental illness, the Company shall continue to pay the Executive his full base salary at the rate then in effect and any bonuses earned by the Executive under Company bonus plans until such time as the Executive's employment is terminated by the Company for

Disability. Following termination of employment, the Executive's benefits shall be determined in accordance with the Company's long term disability program as in effect on the date hereof, or any successor program then in effect.

2.3 Termination by Company for "Cause"

The Company may terminate the Executive for Cause.

Termination for "Cause" shall be limited to the following:

- (a) The Executive's conviction of any crime involving money or other property of the Company or any of its subsidiaries or of any other crime (whether or not involving the Company or any of its subsidiaries) that constitutes a felony in the jurisdiction involved; or
- (b) The Executive's continued, repeated, willful violations of specific written directions of the Board or the Company's chief executive officer, which directions are consistent with this Agreement and the Executive's duties and do not constitute Company Action as defined in Section 2.4 and which violations continue following the Executive's receipt of such written directions; or
- (c) The Executive's continued, repeated, willful failure to perform his duties; provided, however, that no discharge shall be deemed for Cause under this subsection (c) unless the Executive first receives written notice from the Board or the Company's chief executive officer advising the Executive of specific acts or omissions alleged to constitute a failure to perform his duties, and such failure continues after the Executive shall have had a reasonable opportunity to correct the acts or omissions so complained of.

No act or failure to act on the Executive's part shall be considered "willful" unless done, or omitted to be done, by the Executive in bad faith and without reasonable belief that his action or omission was in the best interest of the Company. Moreover, the Executive should not be terminated for Cause unless and until there shall have been delivered to the Executive a notice of termination duly adopted by the affirmative vote of at least three-quarters of the entire membership of the Board at a meeting of the Board called and held for the purpose (after reasonable notice to the Executive and an opportunity for the Executive, together with his counsel, to be heard before the Board), finding that in the good faith opinion of the Board the Executive was guilty of the conduct set forth in Section 2.3(a), (b) or (c) and specifying the particulars thereof in detail.

A termination shall not be deemed for Cause if, for example, the termination results from the Company's determination that the Executive's position is redundant or unnecessary or that the Executive's performance is unsatisfactory or if the termination stems from the Executive's refusal to agree to or accept any Company Action described and defined in Section 2.4.

2.4 Termination by Executive for Good Reason

The Executive may terminate his 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 2.4 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 (herein collectively and severally "Company Actions") are as follows:

- (a) A reduction by the Company in the Executive's base salary as in effect on the date hereof or as the same may be increased from time to time or a failure by the Company to increase the Executive's base salary each year during the Protected Period by an amount which at least equals, on a percentage basis, the average percentage increase in base salary for all officers of the Company during the three full calendar years immediately preceding the Change in Control; or
- (b) A change in the Executive's reporting responsibilities, titles or offices as in effect immediately prior to a Change in Control; or
- (c) The assignment to the Executive of any positions, duties or responsibilities inconsistent in the good faith opinion of the Executive with the Executive's positions, duties and responsibilities with the Company immediately prior to the Change in Control; or
- (d) A failure by the Company (i) to continue any cash bonus or other incentive plans substantially in the forms in effect immediately prior to the Change in Control, or (ii) to continue the Executive as a participant in such plans on at least the same basis as the Executive participated in accordance with the plans immediately prior to the Change in Control; or
- (e) A requirement by the Company that the Executive be based or perform his duties anywhere other than at the Company's Corporate Office location immediately prior to the Change in Control, except for required travel on the Company's business to an extent substantially consistent with the Executive's business travel obligations immediately prior to the Change in Control or, in the event the Executive consents to any relocation, the failure by the Company to pay (or reimburse the Executive for) all reasonable expenses incurred

by him relating to a change of his principal residence in connection with such relocation and to indemnify the Executive against any loss realized on the sale of his principal residence in connection with any such change of residence (loss is defined as the difference between the actual sale price of such residence and the higher of (i) the aggregate investment in such residence (including improvements thereto) or (ii) the fair market value of such as determined by a real estate appraiser designated by the Executive and reasonably satisfactory to the Company); or

- (f) A failure by the Company to continue in effect any benefit or other compensation plan (e.g., stock ownership plan, stock purchase plan, stock option plan, life insurance plan, health and accident plan or disability plan) in which the Executive is participating at the time of a Change in Control (or plans providing the Executive with substantially similar benefits), the taking of any action by the Company which would adversely affect the Executive's participation in or materially reduce the Executive's benefits under any of such plans or deprive the Executive of any material fringe benefit enjoyed by him at the time of the Change in Control, or the Company's failure to provide the Executive with the number of paid vacation days to which he is entitled in accordance with the Company's normal vacation practices with respect to the Executive at the time of the Change in Control; or
- (g) A failure by the Company to obtain the assumption agreement to perform this Agreement by any successor as contemplated by Section 7 of this Agreement; or
- (h) Any purported termination of the Executive's employment that is not carried out (i) pursuant to a notice of termination which satisfies the requirements of Section 2.5 or (ii) in accordance with Section 2.3, if applicable; and for purposes of this Agreement, no such purported termination shall be effective.

2.5 Notice of Termination

Any purported termination by the Company of the Executive's employment under Section 2.2 (Disability) or 2.3 (for Cause) or by the Executive under Section 2.4 (for Good Reason) shall be communicated by notice of termination to the other party. A notice of termination shall mean a notice which shall include the specific termination Section in this Agreement relied upon and shall set forth in reasonable detail, the facts and circumstances claimed to provide a basis for termination of employment under the Section so indicated.

2.6 Date of Termination

The date the Executive's employment is terminated under this Agreement for Disability, for Cause or for Good Reason 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 the Executive shall not have returned to the performance of his duties on a full-time basis during such 30 day period). If the Executive's employment is terminated for Cause, the Date of Termination shall be the date specified in the notice of termination. If the Executive's 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.

2.7 Prior Notice Required of Company Actions

During the Protected Period, the Company shall not terminate the Executive's employment (except for Disability or for Cause) or take any Company Action as defined in Section 2.4 without first giving the Executive at least three months' prior notice of termination or the planned Company Action, as the case may be.

3. Benefits upon Termination of Employment

3.1 General

If, during the Protected Period following each Change in Control, the Executive's employment is terminated either (i) by the Company (other than for Disability or Cause) or (ii) by the Executive for Good Reason, then the Executive, shall be entitled to the benefits provided in this Section 3 (collectively and severally "Termination Benefits").

3.2 Base Salary Through Date of Termination; Previously Earned

Bonus

The Company shall promptly pay the Executive his full base salary through the Date of Termination at the rate in effect at the time notice of termination is given. In addition, the Company shall promptly pay the amount of any bonus for a past period which has been earned by the Executive but not yet paid under the applicable bonus plan. The Company shall give the Executive credit for any vacation earned but not taken.

3.3 Pro-Rata Bonus for Year of Termination

The Company shall pay the Executive a pro-rata bonus for the year in which his employment terminates. The pro-rata bonus shall be equal to "A" divided by "B" with the quotient multiplied by "C" where:

- (a) "A" equals the number of days the Executive is employed by the Company in the year in which the termination of employment occurs (the "Termination Year");
- (b) "B" equals 365; and
- (c) "C" equals the maximum bonus the Executive would have been eligible for in the Termination Year.

The pro-rata bonus shall be paid by the Company in a lump sum, concurrently with the first severance pay installment provided for in Section 3.4.

3.4 Monthly Severance Payments

The Company shall pay the Executive the aggregate severance payments equal to (i) 136% of the Executive's annual base salary as of the date of the Change in Control or as of the Date of Termination, whichever is greater, multiplied by (ii) three. The severance payments shall be made in 36 equal, consecutive monthly installments, with the first installment to be on the first day of the first month immediately following the Date of Termination. The 136% figure in this Section shall be appropriately increased or decreased if and as the Executive's maximum annual bonus potential (expressed as a percentage of his annual base salary) is increased or decreased.

3.5 Fringe Benefits (General)

The Company shall maintain in full force, the continued benefit of the Executive for three years after the Date of Termination, all employee benefit plans, programs and/or arrangements (collectively and severally "Benefit Plans") in which the Executive was entitled to participate immediately prior to the Date of Termination provided the Executive's continued participation is possible under the general terms and provisions of such Benefit Plans. If the Executive's participation in any such Benefit Plan is barred, the Company shall arrange to provide the Executive with benefits substantially similar to those which the Executive is entitled to receive under such Plans. At the end of the three year period of coverage, the Executive shall have the option to have assigned to him at no cost and with no apportionment of prepaid premiums, any assignable insurance policy owned by the Company and relating specifically to the Executive.

3.6 Retirement Plans

The Company shall pay the Executive in cash a lump sum additional retirement benefit. Such benefit shall be paid at the Executive's normal retirement age (or earlier retirement age should the Executive so elect) as defined in the retirement programs in which the Executive participates or any successor programs in effect on the date of any Change in Control. Such additional benefit shall be equal to the actuarial equivalent of the additional retirement benefit to which the Executive would have been entitled under such retirement programs had he accumulated three additional years of continuous service (following the Date of Termination) under such retirement programs both for purposes of determining eligibility for benefits and for purposes of calculating the amount of such benefits. If any retirement program requires contributions by participants and the Executive is precluded by the terms of the program from making such contributions following the Date of Termination, then the amount of additional retirement benefit payable under this Section 3.6 shall be equitably adjusted to reflect the absence of contributions by the Executive.

The benefits under this Section 3.6 are in addition to those the Executive may be entitled to under the retirement programs in question. In addition, the benefits provided under this Section 3.6 do not in any way limit the benefits payable to the Executive under Section 3.5.

3.7 Stock Options

The Company shall at the request of the Executive accelerate and make immediately exercisable in full all unexercised stock options which the Executive then holds to acquire securities from the Company. This shall be done, to the maximum extent possible, in a manner that will allow the Executive, upon the exercise of any such options, to obtain favorable Federal Income tax treatment. The Executive's request may be made at any time during the period beginning with the giving of the notice of termination and ending three months after the Executive's employment terminates (the "Option Election Period").

Instead of exercising any or all outstanding stock options then held by him, the Executive may elect during the Option Exercise Period to surrender to the Company his rights in such outstanding stock options (whether or not then exercisable). Upon such surrender, the Company shall pay to the Executive an amount in cash per optioned share equal to the difference between (i) the option price of such share and (ii) the higher of: (x) the closing price of the Company's shares on the date of the Change in Control, (y) the closing price of the Company's shares on the date the options (or in the case of Section 3.10, the shares) are surrendered to the Company, or (z) the highest price per Company share actually paid in connection with any Change in Control of the Company.

If, within six months of the taking of any Company Action under Section 2.4, the Executive dies while still employed by the Company, the Executive's estate shall be entitled, upon notice to the Company within 90 days of the Executive's death, to be paid an amount equal to the amount the Executive would have received had

he surrendered all of his stock options under this Section as of the date preceding his death. Such amount shall be paid in cash by the Company within 45 days after receipt of the notice and the delivery of an instrument surrendering all rights the Executive's estate may have held to the stock options.

3.8. Purchase of Company Car

The Company shall permit the Executive during the Option Election Period to purchase any Company automobile the Company was providing for the Executive's use at the time notice of termination was given. The purchase price shall be the book or wholesale value of such automobile at such time, whichever is lower.

3.9 Job Search Assistance; Legal Fees; etc.

The Company shall reimburse the Executive for the costs of his job search, including air fares, telephone conversations, advertisements, executive placement or search fees and the like to the extent not reimbursed by others. In addition, the Company shall provide the Executive with adequate secretarial assistance and office space while the Executive's job search continues. The Company shall promptly reimburse the Executive for all relocation costs to the extent such reimbursement is not made by the Executive's new employer. The Company's obligations under this first paragraph of Section 3.9 shall terminate three years from the Date of Termination.

The Company shall pay all relocation and indemnity payments as set forth in Section 2.4(e), and all legal fees and expenses incurred by the Executive as a result of the termination of his employment (including all such fees and expenses, if any, incurred in contesting or disputing any such termination of employment or in seeking to obtain or enforce any right or benefit provided by this Agreement).

3.10 Repurchase of Company Shares Owned by Executive

Upon request made during the Option Election Period, the Company shall purchase all Company shares owned by the Executive immediately prior to the Date of Termination. Within 45 days after the request is made, the Executive's shares properly endorsed and free of all claims shall be delivered to the Company. Thereupon, the Company shall pay the purchase price in cash. The purchase price shall be the highest price per share that can be computed under Section 3.7.

3.11 Termination Which Does Not Require Payment of Termination

Benefits

No Termination Benefits need be provided by the Company to the Executive under this Section 3 if the Executive's employment is terminated:

- (a) By his death; or

- (b) By the Executive for any reason other than for Good Reason (e.g. by retirement); or
- (c) By the Company for Disability or for Cause.

As used herein, retirement by the Executive means termination of employment in accordance with the Company's normal retirement policy, including early retirement, generally applicable to the Company's salaried employees or in accordance with any special retirement arrangement jointly established by the Company and the Executive and mutually agreeable to both.

4. New Employment; Reduction of Termination Benefits

The Termination Benefits provided under Section 3 shall not be treated as damages, but rather shall be treated as severance compensation to which the Executive is entitled. The Executive shall not be required to mitigate the amount of any Termination Benefit provided under Section 3 by seeking other employment or otherwise. If, however, following a termination of employment which invokes Section 3, the Executive becomes employed full time by a third party (as distinguished from becoming self-employed or being employed by an employer controlled by the Executive and/or members of his immediate family), then the amount of any cash compensation (including base salary and bonuses) received by the Executive from such third party shall reduce on a dollar for dollar basis, but not below zero, the amount of cash payments which the Executive is thereafter entitled to receive under Section 3.4. In addition, any fringe benefits that the Executive may receive from full time employment by a third person (as distinguished from self-employment or employment by an employer controlled by the Executive and/or members of his immediate family) shall be applied against and reduce any fringe benefits thereafter to be made available to the Executive under Section 3.5. In no event shall the Executive be required to return to the Company any Termination Benefits received by him prior to his commencement of full time employment with a third person.

5. Voluntary Termination of Employment by Executive

If the Executive voluntarily terminates his employment with the Company for any reason (including retirement) within one year of any Change in Control described in this Section, then the Executive may in his sole discretion elect to receive, and the Company shall provide, the following benefits and no others under this Agreement:

- (a) The Company shall promptly pay the Executive those salary, bonus and vacation payments provided for in Section 3.2, which section is incorporated by reference in this Section 5.
- (b) The Company shall promptly pay the Executive the pro-rata bonus provided for in Section 3.3, which section is incorporated by reference in this Section 5.

- (c) The Company shall promptly pay the Executive a non-forfeitable lump sum cash termination payment equal to 75% of the Executive's total cash compensation for the calendar year immediately preceding the Date of Termination of his employment.
- (d) The Company shall provide the Executive for one year with those fringe benefits described in Section 3.5, which section is incorporated by reference in this Section 5. The fringe benefits provided under this subsection (d) shall be reduced by any fringe benefits the Executive may thereafter receive from full time employment by a third person (as distinguished from self-employment).

If the Executive does not elect to receive benefits under this Section 5, then he shall remain eligible to receive Termination Benefits in accordance with the provisions of Section 3.

The only Change in Control that will permit an Executive to make an election under this Section 5 is a Change in Control that is opposed by a majority vote of the Board and in connection with such Change in Control or as a result thereof:

- (a) A majority of the whole Board becomes comprised of persons other than Original Directors or their Successors (as those terms are defined in Section 1(c)); or
- (b) Any person (as defined in Section 1(b)) becomes the beneficial owner (as defined in Section 1(b)); directly or indirectly of 50% or more of the combined voting power of the Company's then outstanding voting securities.

6. Termination of Employment Prior to Change in Control

Prior to a Change in Control, the Executive shall not voluntarily terminate his employment with the Company except upon at least three months' prior notice. Similarly, the Company shall not terminate the Executive's employment other than for Cause except upon at least three months' prior notice.

7. Successor; Binding Agreement

The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place (the assumption shall be by agreement in form and substance satisfactory to the Executive). Failure of the Company to obtain such agreement prior to the effectiveness of any such succession shall be a breach of this

Agreement and shall entitle the Executive, at his election, to Termination Benefits from the Company in the same amount and on the same terms as the Executive would be entitled to hereunder if he terminated his employment for Good Reason, except that for purposes of implementing the foregoing, the date on which any such election becomes effective shall be deemed the Date of Termination. As used in this Agreement, "Company" shall mean the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid which executes and delivers the agreement provided for in this Section 7 or which otherwise becomes bound by all the terms and provisions of this Agreement by operation of law.

This Agreement shall inure to the benefit of and be enforceable by the Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. If the Executive should die while any amount would still be payable to him hereunder if he had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to his devisee, legatee or other designee or, if there be no such designee, to his estate.

8. Miscellaneous

8.1 Notice

All notices, elections, waivers and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by United States certified mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth on the first page of this Agreement, or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

8.2 No Waiver

No provisions of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by an officer of the Company. No waiver by either party at any time of any breach by the other party of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement.

8.3 Enforceability

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

8.4 Disputes

Notwithstanding the pendency of any dispute involving this Agreement, the Company shall continue to pay all amounts and provide all benefits which the Executive alleges are required by this Agreement (collectively the "Disputed Benefits") until the dispute is finally resolved by agreement, litigation or otherwise. If the dispute is resolved in the Company's favor, then the person(s) resolving the dispute shall further determine (i) whether the Executive initiated and continued the dispute in good faith and (ii) whether there was a reasonable basis for the allegations made by the Executive. If it is determined the Executive proceeded in good faith and with a reasonable basis for his allegations, then the Executive shall not be required to reimburse the Company for the Disputed Benefits received by him. Otherwise the Executive shall be required (i) to fully reimburse the Company for the actual cost to the Company of providing the Disputed Benefits and (ii) to pay the Company as liquidated damages a lump sum cash payment equal to 20% of the Disputed Benefits.

8.5 Sections; Captions

All references in this Agreement to Section refer to the applicable Sections of this Agreement. References in this Agreement to a given Section (e.g. Section 3) shall, unless the context requires otherwise, refer to all parts of such Section (e.g. 3.1 through 3.10).

The captions have been placed in this Agreement for ease of reference only. They shall not be used in the interpretation of this Agreement.

8.6 Term of Agreement

This Agreement shall continue in force so long as the Executive remains employed by the Company or any successor and shall apply to any Change in Control that occurs while the Executive remains so employed.

8.7 No Right of Offset

Effective upon the occurrence of a Change in Control, the Company waives, and will not assert, any right to set off the amount of any claims, liabilities, damages or losses the Company may have against any amounts payable by the Company to the Executive whether under this Agreement or otherwise.

8.8 Successive Changes in Control

A separate Change in Control shall be deemed to have occurred with each occurrence of any event described at subsections (a) through (e) of Section 1. This Agreement pertains to each and every Change in Control, including successive Changes in Control involving the same controlling persons(s).

8.9 Interpretation of Agreement

In the event of any ambiguity, vagueness or other matter involving the interpretation or meaning of this Agreement, this Agreement shall be liberally construed so as to provide to the Executive the full benefits set out herein.

IN WITNESS WHEREOF, this Agreement has been signed as of the day and year first above written.

Attest: Leggett & Platt, Incorporated

/s/ ERNEST C. JETT

By: /s/ HARRY M. CORNELL, JR.

/s/ ROBERT A. JEFFERIES, JR.

Executive

Leggett & Platt, Incorporated

Deferred Compensation Program (the "Program")

1. General.

1.1 The purpose of the Program is to provide selected participants the opportunity to defer into the future compensation to which the Participant is not yet entitled.

1.2 The Program shall be administered by the Compensation Committee of the Company's Board of Directors. The Compensation Committee may delegate its administrative authority, except as respects Section 16 Officers, to any Company officer or committee of Company employees.

2. Definitions.

2.1 "Cash Deferral" means the deferral of Compensation pursuant to the Program into an obligation of the Company to pay on a future date or dates the Deferred Compensation plus interest or earnings thereon determined in the manner set out in the instrument evidencing the Company's obligation. The general terms and conditions applicable to Cash Deferrals are set out on Exhibit A.

2.2 "Committee" means the Compensation Committee of the Board of Directors of the Company or, except as to Section 16 Officers, any persons to whom the administrative authority has been delegated.

2.3 "Common Stock" means the Company's common stock, \$.01 par value.

2.4 "Company" means Leggett & Platt, Incorporated and all of its subsidiaries.

2.5 "Compensation" means salary, incentive compensation plan bonuses, special bonuses, bonuses payable under the Company's Executive Stock Purchase Program, and all other forms of cash compensation which may become payable to a Participant except to the extent excluded by the Committee.

2.6 "Deferred Compensation" means any Compensation which would have become payable to a Participant but for the Participant's election to defer such Compensation pursuant to the Program.

2.7 "Lost Retirement Benefit Amount" -- see Section 5.2.

2.8 "Option" means an option to purchase shares of Common Stock issued pursuant to the Program. The general terms and conditions of the Options are set out on Exhibit B.

2.9 "Participant" means (i) all Section 16 Officers and (ii) such other employees of the Company as shall be selected by the Committee.

2.10 "Section 16 Officers" means all officers of the Company subject to the requirements of Section 16 of the Securities Exchange Act of 1934.

3. Election to Defer.

3.1 Each Participant shall be given the option to elect to defer all or a portion of the Participant's Compensation which will become payable to the Participant in the next calendar year. Compensation may be deferred into either a Cash Deferral or Option. The foregoing notwithstanding, Section 16 Officers may not elect to receive an Option except as provided in Section 6.

3.2 Elections shall be made on forms approved by the Committee and the Company's Legal Department. The election must be made before the Participant is entitled to receive the Compensation deferred and in any event must be made on or before December 30 of the calendar year preceding the year in which the Deferred Compensation would have normally become payable. Elections may be modified or withdrawn until such time as an original election could no longer be made.

3.3 If Compensation payable after giving effect to a deferral election will be insufficient to pay all required deductions and payments in connection with Company benefit plans and any required tax or other governmental withholdings, arrangements suitable to the Company for the collection of the deductions and payments mentioned above must be made at the time the relevant agreement evidencing the Cash Deferral or Option is entered into. Deferred Compensation shall not be paid and Options may not be exercised unless all required deductions and payments have been paid.

3.4 Election forms distributed to Participants shall be accompanied by explanatory materials and other documentation which shall be determined by the Committee and the Legal Department to comply with all applicable disclosure requirements and otherwise explain the features of the Program.

4. Implementation of Deferral.

4.1 Upon receipt and acceptance of an election to defer Compensation, the Company shall deliver to the Participant an agreement evidencing the Company's obligations as respects the Deferred Compensation.

4.2 These agreements shall incorporate all of the terms and conditions of the Cash Deferral (Exhibit A) or the Options (Exhibit B) and contain such additional terms and conditions determined by the Committee to be consistent with Exhibits A or B and necessary to implement the Participant's election.

5. Company Benefit Plans.

5.1 It is intended that the deferral of Compensation pursuant to the Program shall not affect other Company benefit plans or programs in which the Participant is participating or may be eligible to participate.

5.2 The following shall apply as respects the types of benefits listed below.

- . Retirement Plan--The principal amount payable by the Company under a Cash Deferral agreement or the amount used to calculate the number of shares subject to Options shall be increased by the Lost Retirement Benefit Amount. The Lost Retirement Benefit Amount is (i) the present value, if any, by which the Participant's retirement benefit under the Company's Retirement Plan would be reduced as a result of the deferral of Compensation under the Program less (ii) the present value of Participant contributions not made to the Retirement Plan as a result of deferral of Compensation.
- . Executive Stock Purchase Program--The amount of payroll deductions for required payments of Participant under the Company's Executive Stock Purchase Program shall be calculated as if no deferral had occurred.
- . Discount Stock Plan--The Discount Stock Plan provides that the elected amount of contribution expressed as a percentage of compensation shall be calculated as if no deferral had occurred.
- . Life Insurance and Disability Benefits--To the extent the level of benefits is based upon a Participant's compensation, Deferred Compensation shall be included for purposes of determining benefits.

5.3 Participant shall be required to continue to make contributions and payments as respects all Company benefit plans in which the Participant is participating, except the Retirement Plan, in the amounts required as if no deferral had occurred. To the extent there is not sufficient Compensation after deferral from which to withhold required contributions and payments the participant must make arrangements suitable to the Company for payment of the required amounts. The use of Company Common Stock to satisfy such obligations shall be considered by the Committee and may be approved in appropriate circumstances. Shares used to satisfy these obligations shall be valued in the manner provided by the Committee.

6. Special Provisions Applicable To Section 16 Officers.

Only the Compensation Committee of the Company's Board of Directors or the Flexible Stock Plan Committee shall have the power to make determinations and interpretations as respects any Section 16 Officer.

7. Miscellaneous.

7.1 The Company shall not be responsible for the tax consequences of any election to defer Compensation. Participants shall consult with their own tax advisors and satisfy themselves as to the tax consequences of their own deferral election before making any elections under the Program.

7.2 If a Participant elects a Cash Deferral, then in any year following the election the Participant may request that the Committee grant an Option in lieu of the Cash Deferral including all accrued interest. In such case, the Committee may in its sole discretion, but shall in no way be obligated to, grant to the Participant an Option on such date and upon such modified terms and conditions as the Committee shall select.

7.3 Determinations by the Committee in connection with the interpretation or implementation of the Program shall be binding on all Participants subject to the claims procedure set out in Exhibit A.

7.4 Neither the Program nor any elections pursuant to the Program, nor any agreements issued under the Program shall constitute or be evidence of any agreement or understanding, express or implied, that the Company will employ or retain the Participant for any period of time or at any particular rate of compensation.

7.5 A Participant may file a form designating one or more beneficiaries who shall be entitled to the Deferred Compensation or to exercise an Option in the event of the Participant's death. A Participant may change or revoke a designation of a beneficiary at any time or from time to time without obtaining the consent of the beneficiary, and the Company shall have no duty to notify such person of the change. If notice of beneficiary is not on file or if no person designated is living at the time of the Participant's death, then the Participant's estate shall be deemed to be his designated beneficiary.

LEGGETT & PLATT, INCORPORATED
DEFERRED COMPENSATION PROGRAM

EXHIBIT A

Cash Deferral

Set out below are the general terms and conditions applicable to an election to defer Compensation into an obligation of the Company to pay the Deferred Compensation in cash at a later date.

1. The Company's obligation shall be evidenced by a written agreement between the Company and the Participant.
2. The Company's obligation shall be a mere promise by it to pay money in the future and the Participant shall have the status of a general unsecured creditor of the Company.
3. Interest shall be paid on the Deferred Compensation from the date the Deferred Compensation would have been payable at an above market rate established by the Company's Senior Vice President-Finance and Administration or other officer serving as the Company's chief financial officer.
4. At the discretion of the Committee the amount payable by the Company as respects Deferred Compensation may be determined in such alternative manner as may be proposed by the Participant.
5. Deferred Compensation vests at the time the Participant would have been entitled to receive the Compensation but for the election to defer.
6. The date or dates of payment of the Deferred Compensation plus accrued interest or other earnings ("Total Deferred Benefits") shall be as set out in the Participant's election form; provided, however, that the date of the initial payment of the Deferred Compensation shall not be earlier than two years after the deferral election is made or such other date as the Committee may specify. The Committee may in its discretion establish maximum deferral periods and maximum pay out periods.
7. The Participant may elect to change the period over which the Deferred Compensation is to be paid. Only one election will be permitted except with the consent of the Committee. The election may be made only during the period beginning six months prior to the day the first payment of Deferred Compensation is to be made and ending on the 15/th/ day before the first payment of Deferred Compensation is to be made.
8. Upon the request of the Participant, or in the event of the disability or death of the Participant, Participant's guardian, legal representative, designated beneficiary, executor or estate, the Committee may at its sole discretion make a full lump sum payment or partial lump

sum payment of unpaid vested Deferred Compensation together with any accrued interest to Participant or Participant's estate or beneficiary.

9. Unless authorized by the Committee, the Company's obligation, as respects Deferred Compensation, may not be transferred, assigned, pledged, or hypothecated by the Participant during his lifetime.

10. Subject to and in accordance with the specific procedures contained in the applicable regulations under ERISA then in effect:

- a. In the event that Total Deferred Benefits are not paid to the Participant (or any beneficiary in the case of the Participant's death), and if such person believes he is entitled to receive such benefits, a claim shall be made in writing to the Committee within 60 days after written notice from the Committee denying the benefits. The claim shall be reviewed by the Committee. If the claim is approved or denied, in full or in part, the Committee shall provide a written notice of approval or denial within 90 days with, in the case of a denial, the specific reasons for the denial and specific reference to the provisions of the Program upon which the denial is based. A claim shall be deemed denied if the Committee does not take any action within such 90-day period.
- b. If a claim is denied or deemed denied under (a) above and a review is desired, the Participant (or beneficiary in the case of the Participant's death) shall notify the Committee in writing within 60 days of the receipt of notice of denial or the date on which the claim is deemed to be denied, as the case may be. In requesting a review, the claimant may review the Program or any document relating to it and submit any written issues and comments he may deem appropriate. The Committee shall then review the claim and provide a written decision within 60 days. This decision, if adverse to the claimant, shall state the specific reasons for the decision and shall include reference to specific provisions of the Program on which the decision is based. The Committee's decision on review shall be final.

LEGGETT & PLATT, INCORPORATED
DEFERRED COMPENSATION PROGRAM

EXHIBIT B

Options

Set out below are the general terms and conditions applicable to Options pursuant to the Program. Capitalized terms have the meaning assigned to them in the Program.

1. Flexible Stock Plan, Non-Qualified Options. All Options shall be granted

under the Company's 1989 Flexible Stock Plan, as amended, and shall be subject to all the terms and conditions of that plan.

All Options shall be non-statutory options not entitled to special tax treatment under (S)422 of the Internal Revenue Code of 1986, as amended to date.

2. Option Grant Dates. Options shall be granted as of the date selected by

the Committee which date shall not be later than the last day on which an election to defer Compensation could be made.

3. Option Formula. Unless the option agreement or Committee provides

otherwise, the number of shares granted to any Participant shall be equal to the nearest number of whole shares determined under the following formula:

$$\frac{\text{COMPENSATION FOREGONE}}{\text{FAIR MARKET VALUE - OPTION PRICE}} \times 1.176$$

"Compensation Foregone" shall mean the Compensation which the Participant elected to forgo plus the Lost Retirement Benefit Amount, if any. "Fair Market Value" shall mean the lowest per share closing price during December of the year immediately preceding the year in which the deferred Compensation would have been earned.

4. Option Price. The "Option Price" per share for each share covered by an

Option shall be 20% of Fair Market Value.

5. Limited Transferability.

5.1 Except as provided in Sections 5.2, 5.3 or unless otherwise allowed by the Committee, no Option or interest therein may be transferred, assigned, pledged or hypothecated by the Participant during his lifetime, whether by operation of law or otherwise, or be made subject to execution, attachment or similar process and shall be exercised during the lifetime of the Participant only by him or, in the case of disability, his guardian or legal representative.

5.2 A Participant may not transfer all or a part of the Options by way of bona fide gift without the consent of the Committee. The donee of a gift shall hold the Options subject to all the terms and conditions of the Program and the agreement evidencing the Options. A gift to a minor shall not be permitted except pursuant to the Uniform Transfers to Minors Act or similar legislation. In the event a gift is made it will be recognized by the Company only if the donor gives written notice to the Company of the gift, identifying the donee's name and address.

5.3 Options may be transferred by will or the laws of descent and distribution.

6. Term of Options. Options shall have a term of fifteen years from the Grant

Date.

7. Vesting. Options shall be vested in the Participant according to a

schedule provided for in each option agreement. The vesting schedule shall reasonably tie the vesting of options to the time Compensation which the Participant elected to forego would have been earned. Options not vested shall terminate immediately at the time a Participant's employment with the Company terminates for any reason.

8. Exercise of Option. Options shall be exercisable at the later of (i) 12

months after the Grant Date specified by the Committee in the Option grant or (ii) the date the option vests. However, despite any later specified date for exercise, any vested Option shall become exercisable in full upon the death of the Participant or his total and permanent disability. No Option shall be exercisable after the expiration of its term.

An Option may be exercised only by delivering a written notice to the Company accompanied by payment of the full option price for the shares purchased. Unless otherwise prohibited by the option agreement, such consideration may be paid by delivery of shares of Common Stock (held for at least 6 months) or a combination of cash and shares of Common Stock. Any such shares shall be valued at the fair market value of such shares on the day immediately preceding the date of exercise. Options may be exercised in full or in part for whole shares (no fractional shares will be issued) and any exercisable portion not exercised may be later exercised subject to the Expiration Date. The written notice shall specify the number of shares the Participant then desires to purchase. No shares shall be delivered in connection with the exercise of an Option unless all amounts required to satisfy tax and any other required withholdings have been paid to the Company by or on behalf of the Participant.

If any Option has not been fully exercised on the last day of the term ("Expiration Date"), the unexercised portion of the option shall be deemed exercised on such Expiration Date. In such event, shares of Common Stock shall not be issued until the option price and any other required amounts have been paid.

Upon the death of a Participant, his Options shall be exercisable by the person or persons entitled to do so under his will or by written designation filed with the Company, or, if the Participant shall fail to make testamentary disposition of the Options or shall die intestate, by the Participant's legal representative or representatives. All Options must be exercised

prior to the end of the term. Any exercise by a representative shall be subject to the provisions of the Program.

9. Modification, Extension and Renewal of Options. The Committee shall have

the power to modify, extend or renew outstanding Options and authorize the grant of new Options in substitution therefor, provided that any such action may not have the effect of altering or impairing any rights or obligations of any Option previously granted without the consent of the Participant.

10. No Shareholders' Rights. A Participant shall have no rights as a

shareholder with respect to the shares covered by his Options until the date of the issuance to him of a stock certificate therefor, and no adjustment will be made for dividends or other rights for which the record date is prior to the date such certificate is issued.

EXHIBIT 12

LEGGETT AND PLATT, INCORPORATED AND SUBSIDIARIES
 COMPUTATION OF RATIO OF EARNINGS TO FIXED CHARGES
 (Dollar amounts in millions)

	Twelve Months Ended				
	2000	1999	December 31, 1998	1997	1996

Earnings					
Income from continuing operations before income tax	\$418.6	\$462.6	\$395.6	\$333.3	\$249.7
Interest expense (excluding amount capitalized)	66.3	43.0	38.5	31.8	30.0
Portion of rental expense under operating leases representative of an interest factor	9.4	8.2	6.7	6.1	5.5

Total earnings	\$494.3	\$513.8	\$440.8	\$371.2	\$285.2
=====					
Fixed charges					
Interest expense (including amount capitalized)	\$ 67.7	\$ 44.0	\$ 39.2	\$ 32.7	\$ 31.0
Portion of rental expense under operating leases representative of an interest factor	9.4	8.2	6.7	6.1	5.5

Total fixed charges	\$ 77.1	\$ 52.2	\$ 45.9	\$ 38.8	\$ 36.5
=====					
Ratio of earnings to fixed charges	6.4	9.8	9.6	9.6	7.8
=====					

Earnings consist principally of income from continuing operations before income taxes, plus fixed charges. Fixed charges consist principally of interest costs.

DOMESTIC SUBSIDIARIES

Name of Organization	Country or State of Incorporation	Percentage of Voting Interest
ARC Specialties, Inc.	California	100%
Adcom Wire	Florida	100%
Ark-Ell Springs, Inc.	Mississippi	100%
Beeline Group, Inc.	California	100%
Bergen Cable Technology, Inc.	Delaware	100%
Bonded Fiber Products, Inc.	North Carolina	100%
Cambridge Tool & Mfg. Co., Inc.	Massachusetts	100%
Collier-Keyworth, Inc.	North Carolina	100%
Crest-Foam Corp.	New Jersey	100%
Culp-Gadsden, Inc.	Alabama	100%
Design Fabricators, Inc.	Colorado	100%
Dresher, Inc.	Delaware	100%
Edron Fixture Corp.	Florida	100%
Freemont Wire Company	Indiana	100%
Genesis Fixtures, Inc.	Colorado	100%
Hanes CNC Services Co.	North Carolina	100%
Hanes Companies - New Jersey, Inc.	Delaware	100%
Hanes Companies, Inc.	North Carolina	100%
Hanes Fabrics, Inc.	Tennessee	100%
Indiana Acquisition Corp.	Indiana	100%
Jarke Corporation	Illinois	100%
KelMax Equipment Co.	Georgia	100%
Kelmax Equipment Southwest, Inc.	Georgia	100%
L&P Acquisition Company - 18	Delaware	100%
L&P Acquisition Company - 31	Delaware	100%
L&P Acquisition Company - 33	Delaware	100%
L&P Acquisition Company - 35, Inc.	Ohio	100%
L&P Acquisition Company - 38	Illinois	100%
L&P Acquisition Company - 41	Delaware	100%

DOMESTIC SUBSIDIARIES

Name of Organization	Country or State of Incorporation	Percentage of Voting Interest
L&P Acquisition Company - 43	Delaware	100%
L&P Acquisition Company - 44	Delaware	100%
L&P Acquisition Company - 45	Delaware	100%
L&P Acquisition Company - 8	Delaware	100%
L&P Central Asia Trading Company	Delaware	100%
L&P Financial Services Co.	Delaware	100%
L&P Holdings One, Inc.	Delaware	100%
L&P International Holdings Company	Delaware	100%
L&P Manufacturing, Inc.	Delaware	100%
L&P Products Company, Inc.	Delaware	100%
L&P Property Management Company	Delaware	100%
L&P TexPro, Inc.	Delaware	100%
L&P Transportation Co.	Delaware	100%
Leaving Taos, Inc.	Delaware	100%
Leggett & Platt Asia Marketing, Inc.	Delaware	100%
Leggett & Platt Components Company, Inc.	Delaware	100%
Leggett & Platt International Development Co.	Delaware	100%
Leggett & Platt International Service Corporation	Delaware	100%
Leggett & Platt Middle East, Incorporated	Delaware	100%
Leggett & Platt Tax Partnership	Missouri	100%
Leggett & Platt Turkey, Inc.	Delaware	100%
Leggett Partners, L.P.	Texas	100%
Leggett Wire Company	Delaware	100%
Leggett and Platt International Corporation	Missouri	100%

DOMESTIC SUBSIDIARIES

Name of Organization -----	Country or State of Incorporation -----	Percentage of Voting Interest -----
MG Loan Company	Delaware	100%
Met Displays, Inc.	Illinois	100%
Metrock Steel & Wire Company, Inc.	Alabama	100%
Nagle Industries, Inc.	Michigan	100%
Option Spring Products, LLC	Tennessee	100%
Pace Industries, Inc.	Arkansas	100%
Product Technologies, Inc.	Minnesota	100%
Pulsar Plastics, Inc.	Illinois	100%
Schukra USA, Inc.	Michigan	100%
Sensible Storage, Inc.	Illinois	100%
Shaped Wire, Inc.	Delaware	100%
Southern Bedding, Inc.	Mississippi	100%
Steadley Company	Missouri	100%
Syd-Ren Industries, Inc.	California	100%
Syndicate Systems, Inc.	Indiana	100%
Talbot Industries, Inc.	Missouri	100%
Tarrant Interiors, Inc.	Texas	100%
Vertex Fasteners, Inc.	Illinois	100%
Wichita Wire, Inc.	Kansas	100%

FOREIGN SUBSIDIARIES

Name of Organization	Country or State of Incorporation	Percentage of Voting Interest
1314116 Ontario Inc.	Canada	100%
9038-8315 Quebec Inc.	Canada	100%
A.E.A. Management Co., Inc.	Canada	100%
Administradora Soal S.A. de C.V.	Mexico	100%
Agimex, S.A.	France	100%
Bizzy Lizzy Limited	United Kingdom	100%
Bois Aise de Roberval Inc.	Canada	100%
Bois J.L.P. Inc.	Canada	100%
Brinmark Limited	United Kingdom	100%
Cable Bergen de Mexico, S.A. de C.V.	Mexico	100%
Carreiro Holdings, S.A. de C.V.	Mexico	100%
Carreiro, S.A. de C.V.	Mexico	100%
Comercializadora Soal, S.A. de C.V.	Mexico	100%
Consortio Industrial Serrano, S.A. de C.V.	Mexico	100%
Crown-VMS Canada Ltd.	Canada	100%
D.T.A. Comercializaciones, S.A. de C.V.	Mexico	100%
De Todo en Alambre de Aguascalientes, S.A. de C.V.	Mexico	100%
Edmund Bell & Co., Limited	United Kingdom	100%
Etermex, S.A. de C.V.	Mexico	100%
Fibras Acolchables, S.A. de C.V.	Mexico	100%

FOREIGN SUBSIDIARIES

Name of Organization	Country or State of Incorporation	Percentage of Voting Interest
Fides S.r.l.	Italy	100%
Gateway (Textiles) Limited	United Kingdom	100%
Gateway Holdings Limited	United Kingdom	100%
Gateway Ibercia S.r.l.	Spain	100%
Globe Spring and Cushion Company Limited	Canada	50%
Hanes International - France SAS	France	100%
ILMA Italia S.r.l.	Italy	100%
Impact Wire Products Inc.	Canada	100%
Industrias Subinas Aragon, S.L.	Spain	100%
Industrias Subinas, S.L.	Spain	100%
Inter-Spring Limited	United Kingdom	100%
J.A. Wilson Display Ltd.	Canada	100%
Jentschmann AG	Switzerland	100%
John Pring & Son Limited	United Kingdom	100%
Kelmax Lopez Manufacturing, S.A. de C.V.	Mexico	100%
L and P Mexico, S.A. de C.V.	Mexico	100%
L&P (Australia) Acquisition Co. No. 1 Pty Ltd	Australia	100%
L&P Automotive Europe GmbH	Germany	100%
L&P Denmark Aps	Denmark	100%
L&P Europe Limited	United Kingdom	100%
L&P Fahrzeug-und Matratzen-Komponenten Geschäftsführung GmbH	Germany	100%
L&P Fahrzeug-und Matratzen-Komponenten GmbH & Co. KG	Germany	100%
L&P Netherlands Holdings B.V.	The Netherlands	100%
L&P Swiss Holding Company	Switzerland	100%
L&P tehnologije d.o.o.	Croatia	100%
LeggPlatt, S.L.	Spain	100%
Leggett & Platt (Alberta) Ltd.	Canada	100%
Leggett & Platt (Australia) Pty Ltd	Australia	100%
Leggett & Platt (Barbados) Ltd.	Barbados	100%
Leggett & Platt (Guang Zhou) Co. Ltd.	China	100%
Leggett & Platt (Shanghai) Co. Ltd.	China	100%

FOREIGN SUBSIDIARIES

Name of Organization -----	Country or State of Incorporation -----	Percentage of Voting Interest -----
Leggett & Platt (Southeast Asia) Pte Ltd	Singapore	100%
Leggett & Platt Administradora, S.A. de C.V.	Mexico	100%
Leggett & Platt do Brasil Ltda.	Brazil	100%
Leggett & Platt Canada Holdings Ltd.	Canada	100%
Leggett & Platt de Guadalajara, S.A. de C.V.	Mexico	100%
Leggett & Platt de Mexico, S.A. de C.V.	Mexico	100%
Leggett & Platt Foreign Sales Corporation	Barbados	100%
Leggett & Platt Korea, Ltd.	South Korea	100%
Leggett & Platt Ltd.	Canada	100%
Leggett & Platt Polska Sp. z.o o.	Poland	100%
Leggett & Platt U.K. Limited	United Kingdom	100%
Les Bois Blanchet Inc./Blanchet Lumber Inc.	Canada	100%
MF Knitting Co. Limited	United Kingdom	100%
MF Warping Company Limited	United Kingdom	100%
Marsh, Fern & Company Limited	United Kingdom	100%
Muelles Andalucia, S.L.	Spain	100%
Multilastic Limited	United Kingdom	100%
Northeastern Components (International) Ltd.	United Kingdom	100%
Pace Industries de Chihuahua, S.A. de C.V.	Mexico	100%
Pace Industries de Mexico, S.A. de C.V.	Mexico	100%
Pleasant Valley Remanufacturing Ltd.	Canada	100%

FOREIGN SUBSIDIARIES

Name of Organization -----	Country or State of Incorporation -----	Percentage of Voting Interest -----
Pullmaflex A.B.	Sweden	100%
Pullmaflex Benelux N.V.	Belgium	100%
Pullmaflex International B.V. (Netherlands)	Holland	100%
Pullmaflex International Limited	United Kingdom	100%
Pullmaflex Japan KK	Japan	100%
Pullmaflex U.K. Limited	United Kingdom	100%
SCHUKRA-Geratebau AG	Austria	100%
S R Holbrook Limited	United Kingdom	100%
Schukra Acquisition Co. Inc.	Ontario	100%
Schukra Berndorf Ges.m.b.H.	Austria	100%
Schukra Europa GmbH	Germany	100%
Schukra of North America, Ltd.	Canada	100%
Slotex Inc.	Canada	100%
Spruceland Forest Products Inc.	Canada	100%
Spuhl AG	Switzerland	100%
Toledo Federungen GmbH	Germany	100%
Toledo Fjederindlaeg A/S	Germany	100%
Wyn Products Pty Ltd	Australia	100%

RELATED COMPANIES WHICH ARE NOT SUBSIDIARIES OF REGISTRANT

Name of Organization -----	Country or State of Incorporation -----	Percentage of Voting Interest -----
Advantage Technologies, Inc.	Michigan	45%
Craftmatic/Contour Industries, Inc.	Delaware	4.9%
Fastening Technologies, LLC	Delaware	50%
GS Technologies Corporation	Delaware	10%
L&P Central Asia Trading Company - Moscow (Representative Office)	Russian Federation	100%
Leggett & Platt International Services Corp. - Hong Kong (Representative Office)	Hong Kong	100%
Pace Industries of Mexico, LLC	Delaware	51%
Pullmaflex Southern Africa (Pte) Ltd.	South Africa	49%

Consent of Independent Accountants

We hereby consent to the incorporation by reference in the Registration Statements of Leggett & Platt, Incorporated, listed below, of our report dated January 31, 2001 relating to the financial statements, which appears in the Annual Report to Shareholders, which is incorporated in this Annual Report on Form 10-K.

1. Post-Effective Amendment No. 1 to Form S-8, Registration No. 33-15441, filed August 29, 1989.
2. Form S-8, Registration No. 33-44224, filed November 27, 1991.
3. Form S-8, Registration No. 33-45334, filed January 27, 1992.
4. Form S-8, Registration No. 33-45335, filed January 27, 1992.
5. Form S-8, Registration No. 33-45336, filed January 27, 1992.
6. Post-Effective Amendment No. 1 to Form S-8, Registration No. 33-45334, filed June 26, 1992.
7. Form S-8, Registration No. 33-67910, filed August 26, 1993.
8. Form S-8, Registration No. 33-54339, filed June 28, 1994.
9. Form S-8, Registration No. 33-54431, filed July 1, 1994.
10. Form S-8, Registration No. 333-69073, filed December 17, 1998.
11. Form S-8, Registration No. 333-35280, filed April 20, 2000.
12. Form S-8, Registration No. 333-45074, filed September 1, 2000.
13. Form S-8, Registration No. 333-46952, filed September 29, 2000.
14. Form S-3, Registration No. 333-90443, filed November 5, 1999.
15. Pre-Effective Amendment No. 1 to Form S-3, Registration No. 333-90443, filed November 5, 1999.
16. Post-Effective Amendment No. 1 to Form S-3, Registration No. 333-90443, filed December 23, 1999.
17. Post-Effective Amendment No. 2 to Form S-3, Registration No. 333-90443, filed February 3, 2000.
18. Post-Effective Amendment No. 3 to Form S-3, Registration No. 333-90443, filed February 9, 2000.
19. Form S-3, Registration No. 333-51164, filed December 1, 2000 (also Post-Effective Amendment No. 4 to Form S-3, Registration No. 333-90443).
20. Pre-Effective Amendment No. 1 to Form S-3, Registration No. 333-51164, filed December 14, 2000.

/s/ PRICEWATERHOUSECOOPERS LLP

PricewaterhouseCoopers LLP
St. Louis, Missouri
March 29, 2001

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each of the undersigned directors of LEGGETT & PLATT, INCORPORATED, a Missouri corporation (the "Corporation"), does hereby nominate, constitute and appoint Harry M. Cornell, Jr., Felix E. Wright, David S. Haffner, Michael A. Glauber, Robert A. Jefferies, Jr., and Ernest C. Jett, or any one of them, his true and lawful attorneys-in-fact, to sign in the name of and on behalf of the undersigned directors of the Corporation and to file with the Securities & Exchange Commission ("SEC") the Corporation's Annual Report on Form 10-K for the fiscal year ended December 31, 2000 and any other documents or further Amendments to said Annual Report, and to take such other action, all as said attorneys-in-fact, or any one of them, deem necessary or advisable to the end that such Annual Report or amendments thereto in respect of same, shall comply with the Securities Exchange Act of 1934, as amended, and the applicable rules of the SEC thereunder; and does hereby ratify and confirm all that said attorneys-in-fact, and each of them, may do by virtue hereof.

Additionally, each of the undersigned directors of the Corporation does hereby nominate, constitute and appoint Harry M. Cornell, Jr., Felix E. Wright, David S. Haffner, Michael A. Glauber, Robert A. Jefferies, Jr. and Ernest C. Jett, or any one of them, his true and lawful attorneys-in-fact, to, from time to time, sign in the name of and on behalf of the undersigned directors of the Corporation and file with the SEC Registration Statements with respect to securities (including the Corporation's common stock, \$.01 par value, and the Preferred Stock Purchase Rights attached to and trading with such Common Stock) to be sold pursuant to the Corporation's 1989 Flexible Stock Plan, and any other documents or further Amendments or Post-Effective Amendments to such Registration Statements (or any previous registration statements filed as respects the above-mentioned Plan) and to take such other action, all as said attorneys-in-fact, or any one of them, deem necessary or advisable and does hereby ratify and confirm all that said attorneys-in-fact, and each of them, may do by virtue hereof.

IN WITNESS WHEREOF, the undersigned have executed this Power of Attorney or a counterpart hereof, as of the 14th day of February 2001.

/s/ RAYMOND F. BENTELE

Raymond F. Bentele

/s/ RALPH W. CLARK

Ralph W. Clark

/s/ HARRY M. CORNELL, JR.

Harry M. Cornell, Jr.

/s/ R. TED ENLOE, III

R. Ted Enloe, III

/s/ RICHARD T. FISHER

Richard T. Fisher

/s/ BOB L. GADDY

Bob L. Gaddy

/s/ DAVID S. HAFFNER

David S. Haffner

/s/ THOMAS A. HAYS

Thomas A. Hays

/s/ ROBERT A. JEFFERIES, JR.

Robert A. Jefferies, Jr.

/s/ ALEXANDER M. LEVINE

Alexander M. Levine

/s/ DUANE W. POTTER

Duane W. Potter

/s/ MAURICE E. PURNELL, JR.

Maurice E. Purnell, Jr.

/s/ ALICE L. WALTON

Alice L. Walton

/s/ FELIX E. WRIGHT

Felix E. Wright

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned does hereby nominate, constitute and appoint Ernest C. Jett, John A. Lyckman and John G. Moore or the designee of any one of them, his true and lawful attorneys-in-fact, to sign in the name of and on behalf of the undersigned and to file with the Securities & Exchange Commission Initial Statement of Beneficial Ownership on Form 3 and Statements of Change in Beneficial Ownership on Form 4 or Form 5 or any similar form promulgated by the Securities and Exchange Commission and any other documents or amendments to any said statement or form, and to take such other action, all as said attorneys-in-fact, or any one of them, deem necessary or advisable to the end that such forms or amendments thereto be properly and timely filed. This power of attorney shall be effective for a period of ten years from the date hereof.

IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney as of the 22nd day of February, 2001.

/s/ Robert A. Wagner

Robert A. Wagner