SUPPLY AGREEMENT

BETWEEN

SEALY, INC.

AND

SUPPLIER

Effective: December 6, 2011

Table of Contents

HEADINGS	PAGE #
1. ADMINISTRATION	3
2. DEFINITIONS	3
3. TERM AND TERMINATION	3
4. PAYMENT TERMS	4
5. MOST FAVORED NATIONS PRICE WARRANTY / PRICE WARRANTY	4
6. REQUIREMENTS OF SEALY	4
7. PRICE INCREASES/ DECREASES	5
8. PERFORMANCE METRICS AND STANDARDS/SPECIAL INSTRUCTIONS	5
9. SEALY LOCATIONS	5
10. INDEPENDENT CONTRACTOR	5
11. WARRANTIES/SPECIFICATIONS	5
12. COMPLIANCE	6
13. INDEMNIFICATION	6
14. INSURANCE	6
15. CONFIDENTIALITY	7
16. NOTICES	7
17 USE OF MINORITY ENTERPRISES	8
18. ASSIGNMENT	8
19. GOVERNING LAW	8
20. SEVERABILITY	8
21. FORCE MAJEURE	8
22. SURVIVAL OF OBLIGATIONS	8
23. CONFLICT OF INTEREST	9
24. SEALY'S AFFILIATES	9
25. SPECIFICATION / PROCESS CHANGE COMMUNCIATIONS	9
26. MISCELLANEOUS	9

APPENDIX "A" - PRICING/CHARGES
APPENDIX "B" – PRODUCT SPECIFICATIONS
APPENDIX "C" - PERFORMANCE METRICS AND STANDARDS/SPECIAL INSTRUCTIONS
APPENDIX "D" – SEALY PARTNER CODE OF CONDUCT
APPENDIX "E" – SEALY LOCATIONS
APPENDIX "F" – SEALY AFFILIATES

THIS AGREEMENT ("Agreement"), made as of May 1, 2007 (the "Effective Date"), by and between SEALY, INC., an Ohio corporation, with its principal offices at One Office Parkway, Trinity, NC 27370 (hereinafter referred to as "SEALY"), and SUPPLIER. a XXXX corporation, with its principle office at XXXXXXXXXX (hereinafter referred to as "SUPPLIER").

WHEREAS, SUPPLIER produces or has produced and is prepared to sell certain Product(s) as described in APPENDIX "A" attached hereto as a part hereof.

WHEREAS, SEALY desires to purchase those Product(s) from SUPPLIER upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. <u>ADMINISTRATION</u>

(a) SEALY will issue a SEALY Purchase Order to SUPPLIER specifying the Product(s), requested quantity and requested delivery date pursuant to this Agreement (the "Purchase Order"). The terms and conditions on the reverse side of said Purchase Order and on the reverse side of any confirmation or acknowledgement thereto shall be void and of no effect. The terms of this Agreement shall govern all sales and purchases of Products. SUPPLIER shall respond to a SEALY Purchase Order with an acknowledgement specifying the quantity of Product available for shipment, acceptance of the Purchase Order pricing and the delivery promise date. SEALY may, within 24 hours of issuance terminate any Purchase Order issued hereunder in whole or in part, or suspend, delay or interrupt all or any part of the purchase(s), hereunder by written notice or verbal notice confirmed in writing provided the set lead-time is not less than 24 hours.

2. <u>DEFINITIONS</u>

The following terms shall have the meanings set forth herein:

(a) Products(s) shall mean those products as listed on APPENDIX "A" attached hereto as a part hereof and any additional products that are added by mutual consent, in writing, by the parties hereto and any Replacement Products pursuant to Section 6(d) hereof.

3. <u>TERM AND TERMINATION</u>

(a) The term of this Agreement shall commence on the Effective Date, and unless sooner terminated as otherwise provided in this Agreement, shall be in effect for Two (2) years. Thereafter, this Agreement shall continue on a year-to-year basis unless terminated by either party giving the other at least sixty (60) days written notice prior to the two-year anniversary date hereof or next applicable anniversary date (as the case may be).

(b) As one of SEALY's preferred suppliers, SUPPLIER shall be entitled to meet the specified amount of SEALY's production requirements as described in Section 6 hereof. If at any time, SEALY no longer requires one or more of the Products covered under this Agreement in APPENDIX "A" attached hereto as a part hereof, SEALY shall have no obligation to purchase it, provided that SEALY provides SUPPLIER with ninety (90) days written notice of their intent to discontinue any Product. Provided, however, that Sealy will be obligated to purchase any Product in the quantities specified in any outstanding Purchase Order and shall further compensate SUPPLIER to the extent of any raw materials, work in process and finished Product inventory that SUPPLIER has on hand or in transit as a result of SEALY'S forecast as described below in Section 6(c).

(c) In the event of a change in applicable federal or state law, regulation, order or action, directly or indirectly requiring or prescribing rules or provisions materially inconsistent with terms of this Agreement, either party may, without prejudice to any other right or remedy, terminate this Agreement after giving at least sixty (60) days' prior written notice of such termination.

(d) Notwithstanding any other provision in this Agreement, if a petition in bankruptcy should be filed by a party hereto, or if a party hereto should be adjudicated as bankrupt, or if a party hereto should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of the insolvency of a party hereto, the other party may, without prejudice to any other right or remedy it may have, terminate this Agreement by giving the party at least five (5) days prior written notice of such termination.

(e) Notwithstanding any other provision in this Agreement, if any party hereto should materially breach any provision of this Agreement, such party shall have the right to cure such breach, without liability, within sixty (60) calendar days after receipt of written notice thereof. If such breach is not cured within the prescribed timeframe, then the non-breaching party may terminate all or any part of this Agreement by written notice to the breaching party.

(f) In the event of any termination of this Agreement, each party shall continue to perform its outstanding obligations hereunder prior to the effective date of termination.

4. PAYMENT TERMS

Except as otherwise provided herein, SEALY shall pay SUPPLIER directly for Product(s) purchased, in accordance with the rates and charges set forth in APPENDIX "A" attached hereto as a part hereof, or rates which may be provided in any supplemental schedule agreed to in writing by the parties and attached hereto as a part of this Agreement. Payment terms are 2% 15 net 60 days of invoice date.

5. MOST FAVORED NATIONS PRICE WARRANTY / PRICE WARRANTY

A. MOST FAVORED NATIONS PRICE WARRANTY

(a) SUPPLIER warrants that the net delivered price(s) (i.e., incorporating in SEALY's purchase price, freight costs, volume discounts, conversion allowance, payment terms, over-billing or credits) for the Product(s) sold to SEALY under this Agreement are not less favorable than those currently extended to any customer in the same geographic vicinity as a SEALY facility for the same or like Product(s) in equal or less quantities on an aggregate basis per facility by SUPPLIER, a SUPPLIER affiliate or SUPPLIER division.

(b) SEALY shall have the right to request an audit of SUPPLIER business records to ensure that the terms of this clause are being carried out in accordance with this Agreement. Such audit shall be conducted by a mutually agreed upon third party national accounting firm, the cost of such audit will be assumed by SEALY. The report of the auditors shall be limited to a statement regarding compliance or noncompliance with the terms of this Agreement and a brief description of the noncompliance and an accounting of the discrepancy and shall not include any SUPPLIER customer's names.

B. PRICE WARRANTY

If SEALY receives a competing bid for supply of the Product(s) in equal or less quantities, at one or more of the facilities listed on APPENDIX "D" attached hereto as a part hereof, and the competing bid or price is below SUPPLIER' price for the Product(s), SUPPLIER has the option to:

(a) lower its pricing to match the competing offer, or
(b) release SEALY from its obligation to purchase such Product(s) under this Agreement.

SEALY will notify SUPPLIER in writing of the existence of a lower bid and SUPPLIER shall have thirty (30) days to respond. SEALY will provide SUPPLIER with copies of any competing bids or prices and all corresponding documentation (edited for confidentiality purposes), that SEALY requests SUPPLIER to match.

6. REQUIREMENTS OF SEALY

(a) SEALY shall purchase from SUPPLIER during the term of this Agreement, and SUPPLIER shall sell, subject to the terms and conditions hereof, the percentage of SEALY's requirements for Products as defined in Section 2(a) above and defined in APPENDIX "A" attached hereto as a part hereof. The foregoing notwithstanding, except as provided below, SUPPLIER shall not be required to ship more than One Hundred and Twenty-Five Percent (125%) of the Sealy's Forecast, as reflected in subsection 6 (c) below of Products in any given calendar month (the "Monthly Maximum").

(b) SUPPLIER shall have the right to request an audit of SEALY business records to ensure that the terms of clause 6(a) are being carried out in accordance with this Agreement. Such audit shall be conducted by a mutually agreed upon third party national accounting firm, the cost of such audit will be assumed by SUPPLIER and performed during normal business hours. The report of the auditors shall be limited to a statement regarding compliance or noncompliance with the terms of this Agreement and a brief description of the noncompliance, if applicable.

(c) To assure that SUPPLIER is able to operate efficiently and to assist SUPPLIER in making timely deliveries, SEALY shall provide to SUPPLIER a quarterly forecast of SEALY's best good faith estimate of its requirements of Products. Such forecast shall also include a forecast of the requirements of SEALY for the next quarter by month. The forecast shall be delivered upon the execution of this Agreement and shall be updated on a quarterly basis within Four (4) weeks of the upcoming quarter's requirement timeframe. Such forecasts shall indicate the types and quantities of Products forecasted by the SEALY facilities for the defined quarter as listed above. If following delivery of any forecast, SEALY determines that such forecast is no longer accurate or is likely to change, SEALY shall advise SUPPLIER as soon as practicable and shall furnish an updated forecast. Any additional requirements beyond 125% of the last two quarters' forecast of the products defined in APPENDIX "A" attached hereto as a part hereof, will be communicated in writing by SEALY to SUPPLIER a

minimum of 12 weeks before the requirement takes effect.

(d) SUPPLIER recognizes that, for business reasons external to any provision of this Agreement, it may become necessary for SEALY to replace a substantial portion of its requirements of a Product with functionally equivalent product ("Replacement Products"). If SEALY, in good faith, determines that such replacement is necessary, SEALY shall first give SUPPLIER written notice ninety (90) days in advance and an opportunity to supply the Replacement Products at prices competitive with those being offered by others for the Replacement Products. If SUPPLIER is able and willing to supply the Replacement Products at competitive prices, then SEALY will buy and SUPPLIER will sell the Replacement Products to SEALY at such competitive prices and otherwise in accordance with the terms of this Agreement. Otherwise, SEALY shall purchase such Replacement Products from a source other than SUPPLIER and, if such purchases from others will reduce the quantities of Products purchased and sold under this Agreement, then SUPPLIER may terminate this Agreement.

7. PRICE INCREASES/DECREASES

It is recognized that SUPPLIER will use its best commercially reasonable efforts and volume positioning to avoid increases from its raw material suppliers. The foregoing notwithstanding, in the event of a price change due to market conditions, SEALY and SUPPLIER agree that prices shall be adjusted up or down as follows:

(a) Initial prices for all Products are set forth in APPENDIX "A", attached hereto as a part hereof. The initial prices shall remain in effect for a period of 24 months from the Effective Date (the "Initial Adjustment Date").

(b) Any subsequent price increases are not to exceed 5% net during any Agreement Year. All increases shall be as a result of realized price increases for raw materials from independent third party suppliers.

(c) SUPPLIER further agrees to pass through to SEALY any raw material cost decrease(s) it obtains during any Agreement Year, to the extent such cost decreases are in excess of any cost increases that SUPPLIER had absorbed in such year or any prior Agreement year, up to a maximum price decrease of 5%.

(d) Notwithstanding anything herein to the contrary, there shall be no price increase or price decrease without prior written consent of both parties 30 days before such price change takes effect. If parties are unable to agree on any such a price increase or price decrease, then either party may terminate this Agreement in sixty (60) days prior written notice.

8. PERFORMANCE METRICS AND STANDARDS/SPECIAL INSTRUCTIONS

SUPPLIER shall follow all performance metrics and standards/special instructions set forth in APPENDIX "C" attached hereto as a part hereof. If SUPPLIER materially fails to consistently meet defined metrics, standards, expectations or defined processes contained in APPENDIX C attached hereto as a part hereof, SEALY may terminate this Agreement subject to SUPPLIER ' right to cure as expressed in Section 3(f) hereof.

9. SEALY LOCATIONS

SUPPLIER shall ship the Products to each of the SEALY or AFFILIATES locations listed in APPENDIX "E" and APPENDIX "F" each attached hereto as a part hereof as required by the terms and conditions of this contract

10. INDEPENDENT CONTRACTOR

Each SEALY and SUPPLIER shall be and remain independent contractors in the performance of this Agreement and nothing herein contained shall be construed to be inconsistent with this relationship or status. Each SEALY and SUPPLIER shall be responsible for selecting, assigning, supervising and directing the activities of all persons required for its own respective performance of this Agreement and shall be responsible for all wages, salaries, payroll records, withholding taxes, FICA taxes, benefits (if any) and unemployment insurance payments for all such persons.

11. WARRANTIES/ SPECIFICATIONS

(a) SEALY shall perform an inspection, conducted in a normal and customary manner for the industry, of the Product(s) produced and delivered by SUPPLIER to SEALY hereunder to verify conformity with the specifications set forth in APPENDIX "B", attached hereto as a part hereof.

(b) SUPPLIER warrants that all Product(s) sold hereunder shall be manufactured in accordance with SEALY specifications and tolerance levels as defined in APPENDIX "B", attached hereto as a part hereof. SUPPLIER also warrants with no exceptions

that all Product(s) shall be free from any and all material defects in design, parts, workmanship, construction, performance and omission of materials. SUPPLIER further warrants that all Product(s) shall be free from any liens, encumbrances or other claims.

(c) SUPPLIER agrees to promptly replace, at no additional charge to SEALY, any Product(s) supplied to SEALY hereunder, which does not fully comply with the product and performance specifications or special instructions listed within this agreement. SEALY shall give notice to SUPPLIER of any defects in any Product(s) received by SEALY hereunder as soon as reasonably possible after SEALY discovers such defects. SUPPLIER shall be responsible for the disposal of non-conforming Product(s).

(d) SUPPLIER agrees to abide by all covenants of restitution as described in APPENDIX "C" of this Agreement, attached hereto as a part hereof. The parties agree that Liquidated Damages have been set in this Agreement because it will be difficult if not impossible to calculate the damages suffered by SEALY in the event of a breach of the type addressed by Liquidated Damages. Both SEALY and SUPPLIER agree that the Liquidated Damages are not punitive in nature, but rather are fair and reasonable calculations between SEALY and SUPPLIER of the damages that SEALY might suffer in the event of a breach by SUPPLIER.

(e) In the event of any recall of any goods sold by SEALY that incorporate the Product, which results from the failure of the Product to comply in all material respects with the terms of this Agreement, including SUPPLIER' warranties under Section 11(b) hereof, SEALY shall consult with SUPPLIER to establish a reasonable process for managing the recall. SUPPLIER shall be responsible for all reasonable out-of-pocket expenditures incurred by SEALY (including, but not limited to, shipping costs, labor and travel costs) directly relating to such recall process; provided that SEALY uses reasonable efforts to mitigate damages hereunder.

CLAUSES (A) THROUGH (E) ABOVE SET FORTH THE EXCLUSIVE WARRANTIES OF SUPPLIER AND THE EXCLUSIVE REMEDIES AVAILABLE TO SEALY FOR BREACH OF THE WARRANTIES.

12. <u>COMPLIANCE</u>

SEALY and SUPPLIER agree to fully comply with both parties' Contractor/Guest Guidelines, and all policies, practices and rules in effect at either parties' facilities whenever either party is present in said facilities and is notified of Contractor/Guest Guidelines in a posted notice or communicated verbally.

13. <u>INDEMNIFICATION</u>

(a) SUPPLIER shall indemnify and save harmless SEALY, its directors, officers, employees and affiliates using the Products under this Agreement from and against any and all losses, damages, injuries, liabilities, claims for environmental damage or restorations, costs and expenses (including, without limitation, reasonable attorney's fees) arising out of or asserted by reason of injury to or death of any person (including, without limitation, employees of SUPPLIER or any supplier or other party, or the employees of any of them, providing any of the Products under this Agreement, or of SEALY) or for loss of or damage to property resulting directly or indirectly from SUPPLIER 's performance or non-performance of obligations under this Agreement or any acts or omissions relating to this Agreement, including, without limitation, the ownership, operation, and maintenance of its vehicles and equipment, except to the extent that such losses, whether damages, injuries, liabilities, claims, costs, and expenses result from the misconduct or negligence of SEALY.

(b) Given that SUPPLIER does not manufacture the end product being sold by SEALY, SEALY shall indemnify and save harmless SUPPLIER its directors, officers, employees and affiliates performing pursuant to this Agreement from and against losses, damages, injuries, liabilities, claims for environmental damage or restorations, costs and expenses (including, without limitation, attorney's fees) arising out of or asserted by reason of injury to or death of any person (including, without limitation, employees of SEALY or other party, or the employees of any of them) or for loss of or damage to property resulting from a breach of SEALY'S obligations hereunder, or which results from the sale of such end product being sold by SEALY despite SUPPLIER 's compliance with all of its obligations hereunder.

14. INSURANCE

(a) Without in any way limiting SUPPLIER 's indemnity obligation under Section 13 of this Agreement, SUPPLIER shall take out and maintain, at SUPPLIER 's sole cost and expense, during the term of this Agreement the insurance specified below with respect to SUPPLIER 's operations in connection with this Agreement:

COVERAGE	LIMITS
1. Workers' Compensation	Statutory
2. Employer's Liability $1,000,000 disease – each employee $1,000,000 disease – policy limit	$1,000,000 each accident
3. Commercial General Liability (Bodily Injury, Property Damage and Contractual liability on an occurrence form of policy naming Sealy, Inc. as additional insured)	$2,000,000 each occurrence, combined single limit
4. Comprehensive or Commercial Automobile Liability	$1,000,000 each occurrence, Combined single limit
5. Umbrella Liability Insurance affording excess coverage over the underlying primary insurance required by subparagraphs 2, 3 and 4 hereof	$2,000,000 each occurrence and annual aggregate

(b) SUPPLIER shall secure from the company carrying the Workers' Compensation Insurance and Employer's Liability coverage specified above a waiver of subrogation where permitted by law in favor of SEALY and its Affiliates, and the required certificate of insurance shall indicate such waiver of subrogation.

(c) The insurance required in 1, 2, and 3 above shall be primary to any other valid and collectible insurance.

(d) The parties agree to exchange Certificates of Insurance with respect to the mutual indemnification on product liability found in section 13 of this agreement.

(e) Prior to performance of any of the Services under this Agreement, SUPPLIER shall obtain and furnish to SEALY certificates of insurance evidencing the coverage required herein and stating that no reduction, cancellation or expiration of such insurance coverage shall become effective until thirty (30) days from the date written notice thereof is mailed to SEALY. Additionally, during the term of this Agreement, SUPPLIER shall provide further certificates to SEALY at least five (5) days prior to expiration dates shown on certificates provided pursuant to this subparagraph evidencing that the insurance required herein is in effect after said dates.

15. CONFIDENTIALITY

(a) Each party hereto will cause its employees, agents and Locations to, treat as confidential, and not to use or disclose to others during or subsequent to the term of this Agreement (except as necessary to perform the Agreement in compliance with applicable laws) unless and until such information becomes part of the public domain through no fault of the party, or the party legally acquires such information from sources other than the other party, all proprietary and confidential information concerning the party's business, customers, costs, products, goods, prices, operations and processes of the party which may come into the possession of the party during the course of the negotiation or performance of this Agreement and shall not be disclosed to any third party except as is specifically required by law or without the prior written consent of the other party.

(b) Both parties agree to treat the terms and conditions of this Agreement as confidential and not to disclose the same to others except as required by law or by order of court or governmental body having jurisdiction over the parties.

16. NOTICES

All notices which may be given in connection with this Agreement shall be in writing, shall be sent postage prepaid by either party to the other by U.S. Registered Mail, or by facsimile with confirming copy delivered by nationally recognized courier service on the next business day, addressed to the addresses as follows:

If to SUPPLIER:

SUPPLIER
XXXXXXXXXXXXXXX

If to SEALY:

SEALY, Inc.
One Office Parkway at Sealy Drive
Trinity, NC 27370
Attention:

17. USE OF MINORITIES ENTERPRISES

(a.) It is SEALY's desire that certified minority and women business enterprises (M/WBE) shall have the maximum practicable opportunity to participate in the Work. To carry out this desire, SUPPLIER agrees to extend to known, certified M/WBE's an equitable opportunity to compete for subcontracts and purchase orders applicable to the Work, and in the award of subcontracts and purchase orders, to consider and, if appropriate, use qualified, certified, competitive M/WBE's to the fullest extent consistent with efficient performance of the Work. A 5% M/WBE utilization goal is suggested to support this initiative.

(b.) As used in this Section, the term "minority and women business enterprise (M/WBE)" means a business certified as a Minority or Woman Owned Business Enterprise. SUPPLIER shall submit to SEALY as requested during the term of this Agreement, a written report setting forth (1) the names of vendors certified as M/WBE's and which are used by SUPPLIER in the performance of the Work hereunder, and (2) the services and/or goods provided in connection with the Work and the dollar amount expended by SUPPLIER for such goods and/or services as requested by SUPPLIER

18. ASSIGNMENT

Neither party may assign, delegate or transfer this Agreement, in whole or in part, nor shall any interest arising hereunder, without the prior written consent of the other party, and any attempted assignment of this Agreement without such consent be null and void. Provided however, that SUPPLIER may assign this Agreement to any of its affiliates without the consent of SEALY, but SUPPLIER shall guarantee the performance of such affiliate.

19. GOVERNING LAW

The interpretation, construction and performance of this Agreement and the rights and remedies of the parties hereunder shall be governed by the laws of the State of North Carolina.

20. SEVERABILITY

If any provision of this Agreement should be construed or held to be void, invalid or unenforceable, by order, decree or judgment of a court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected thereby, but shall remain in full force and effect.

21. FORCE MAJEURE

Neither party hereto shall be liable for failure to perform or delay in the performance of any of its obligations hereunder, when such failure or delay is caused by acts of God, the public enemy, war, acts of the elements, fires, riots, insurrection, civil commotion, or any other circumstance or condition beyond the reasonable control of either party.

22. SURVIVAL OF OBLIGATIONS

The rights, obligations and remedies that have accrued to a party to the Agreement under these terms and conditions shall survive any subsequent modification, amendment, suspension or termination of the Agreement.

23. CONFLICT OF INTEREST

(a.) SUPPLIER will provide SEALY a report as requested of all SUPPLIER and SEALY meetings where significant expenses are incurred by any SUPPLIER employee directly responsible for the sale or development of the Products hereunder, for dinner or entertainment where the Products hereunder were discussed in any substantive manner. The report will include SEALY and SUPPLIER representatives' names, brief description of meeting purpose and the location of the meeting. The report will be delivered to SEALY's CFO and VP of Supply Management at the following addresses:

SEALY, Inc.	SEALY, Inc.
One Office Parkway at Sealy Drive	One Office Parkway at Sealy Drive
Trinity, NC 27370	Trinity, NC 27370
Attention: ***Jeff Ackerman,***	**Attention:** ***Richard Freeman,***
Chief Financial Officer	***VP of Supply Management***

(b.) SEALY shall have the right to have an independent accounting firm, acceptable to SUPPLIER , verify the accuracy of the expenses of SUPPLIER subject to the reporting requirement under subsection (a) hereof, for the twelve (12) month period prior to such notification with Ninety (90) days notice to SUPPLIER . Any such verification shall be conducted using reasonable procedures during normal business hours. All entertainment of SEALY personnel will be included within the report even if SEALY covers the costs.

24. SEALY'S AFFILIATES

(a) SUPPLIER agrees to extend to each of SEALY'S Affiliates ("Affiliates") described in APPENDIX "E", attached hereto as a part hereof in the same rates as set forth in APPENDIX "A" attached hereto as a part hereof and subject to the same terms and conditions of this Agreement for all shipments made from the United States. "Affiliates" as used herein shall mean any subsidiary, subcontractor, joint venture, licensees, or other entity, present or future, in which SEALY owns at least a 50% interest, or is the payer of the goods; provided, however, that if SEALY is not the payer of the goods, such Affiliate must meet all requirements of SUPPLIER's credit / accounts receivable department.

(b) SEALY represents to SUPPLIER that SEALY will cause each such Affiliate electing to purchase product under this Agreement to be bound by the terms and conditions of this Agreement.

(c) If SEALY or its Affiliates desires to obtain products to be shipped by SUPPLIER from one of its international facilities or from an international affiliate of SUPPLIER , SUPPLIER will use its best efforts to make such products available on a competitive basis, final rates and terms will be agreed to on a case by case basis.

25. SPECIFICATION OR PROCESS CHANGE COMMUNICATIONS

Any material changes in raw materials, suppliers or manufacturing processes within SUPPLIER or SUPPLIER subcontractor facilities related to the Products sold under APPENDIX "A" attached hereto as a part hereof will be communicated Sixty (60) days in advance to SEALY corporate personnel described in APPENDIX "C" attached hereto as a part hereof, before said changes are effected or added to production. Further, under no circumstances shall SUPPLIER make any such changes without the express written consent of SEALY Corporate Purchasing and/or Engineering personnel.

26. MISCELLANEOUS

The section headings in this Agreement are inserted for convenience only and are in no way to be construed as part of this Agreement or as a limitation or enlargement of the scope or meaning of the particular sections to which they refer, and shall not affect the interpretation or any provisions of this Agreement. This Agreement, together with APPENDIX A through E attached hereto as a part hereof, constitutes the sole agreement between the parties hereto respecting the within subject matter and supersedes and cancels any and all oral or written agreements or understandings between or assumed by the parties or either of them with respect to the Products identified in APPENDIX "A" attached hereto as a part hereof. No modification or amendment of this Agreement shall be effective unless submitted and agreed to in writing by the duly authorized representatives of the parties hereto.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

SEALY, INC.
("SEALY")

By: _____
Printed Name

Signature: _____

Title _____

Date: _____

SUPPLIER
("SUPPLIER")

By: _____
Printed Name

Signature: _____

Title: _____

Date: _____

APPENDIX "A"

Pricing/Charges

Dated: December 6, 2011

SUPPLIER SKU Number	DESCRIPTION	UOM	FOB Price

Current Sealy/SUPPLIER Catalog beginning with the ManBase catalog dated XX/XX/XXXX and encompassing all catalog updates made and approved according to *Sealy QAP-P604 Catalog Approval Process*.

All prices are FOB SUPPLIER designated facility.

All prices are in U.S. Dollars.

Payment Terms are:

APPENDIX "B"
Product Specifications
Dated:

All Sealy specifications will be communicated to the supplier via email once approved by the Sealy "Engineering Change Request" form. All approved specifications will become the new APPENDIX "B". Any and all changes to an approved Sealy Part Number will be submitted in the same format. This Agreement, together with APPENDIX "B" hereto as a part hereof, constitutes the agreement between both parties and is agreed to by supplier's signature.

All other terms and conditions of this supply agreement will remain the same and in effect until the supply agreement is terminated.

APPENDIX "C"

Performance Metrics and Standards /Special Instructions
Dated: December 6, 2011

In the event SUPPLIER or SEALY has questions not covered within the Appendices or the Agreement, the appropriate company representative will provide necessary commercial and technical information required by the requesting party.

The Sealy Representatives shall be:

Financial or Commercial Issues: XXXXXXXXXXX
Sealy, Inc.
One Office Parkway at Sealy Drive
Trinity, NC 27370
Phone: 336-861-XXXX
Fax: 336-861-XXXX
Email: XXXX@sealy.com

Technical Issues: XXXXXXXXXXXXXX
One Office Parkway at Sealy Drive
Trinity, NC 27370
Phone : 336-861-XXXX
Fax : 336-862-XXXX
Email: XXXX@sealy.com

Freight

For shipment within the United States, delivery shall be FOB SUPPLIER' designated facility. SEALY or its Affiliates shall be responsible for all freight costs unless otherwise designated.

Packaging

Unless otherwise specified, all product(s) is to be packed in accordance with good commercial practice to prevent damage and deterioration during shipping, handling, and storage. A complete packing list shall be enclosed with all shipments. SUPPLIER shall mark containers or packages with necessary lifting, loading, and shipping information. Certificates of Analysis, if applicable shall be provided with each lot delivered to SEALY.

Supplier/Facility Interaction

SEALY and SUPPLIER mutually agree upon the importance of supplier interaction and communication with SEALY corporate and production facility personnel. As such, the following should be standard operating procedure upon the inception of this Agreement;

1. SUPPLIER must have Internet access and will work with SEALY to meet B2B Business Applications as it intends to supply SEALY with the Products. Formalized documentation pertaining to standards and protocol on B2B application will be furnished to SUPPLIER as appropriate. SUPPLIER's ASN/Bar Coding will be in accordance with Sealy specifications as per Sealy *QAP P-605*. SUPPLIER will compensate $100 to SEALY for each non-compliant shipment.

2. Quarterly meetings between SUPPLIER and SEALY corporate personnel:

   (a) A minimum of one (1) SEALY or affiliate facility visit or conference call every six (6) weeks from a SUPPLIER representative for the purpose of communication and continuous improvement.
   (b) Certificates of Analysis (COA) for each lot of FR critical production material shall be forwarded to the technical contact and purchasing contact or their designate and an extra copy with the actual shipment
   (c) Electronic reporting communicated through e-mail including but not limited to:
      1. Weekly inventory quantity reports as needed.
      2. Quarterly sales volume report by SKU to Corporate.
      3. Quarterly performance metrics report.

Visual Identification

SUPPLIER shall use coloration and/or other visual differentiation to assist SEALY in distinguishing between similar products where requested at no additional charge.

Access to Facilities

Access to facilities by duly authorized Sealy Personnel shall be permitted upon reasonable request during normal business hours.

Order Accuracy

SUPPLIER will maintain an average Order Accuracy of 98%. If SUPPLIER should repeatedly fail to meet this order accuracy standard, and SUPPLIER fails to commence with all due diligence to remedy such failure within three (3) business days or fails to remedy such failure within sixty (60) calendar days after receipt of written notice thereof, SUPPLIER will compensate $200 for orders that are not accurate to SEALY purchase orders which SUPPLIER has confirmed.

Order Accuracy = (Total Product Units Received in the quarter by all Locations on APPENDIX D related to issued Purchase Orders, as modified by SUPPLIER acknowledgements) divided by the (Total Product Units Ordered pursuant to the same Purchase Orders, as modified by SUPPLIER acknowledgments, by all Locations on APPENDIX D, notwithstanding the quarter in which the Purchase Orders and acknowledgements were issued).

Invoice Accuracy

SUPPLIER will endeavor to provide accurate invoices 100% of the time. SUPPLIER ' invoice will match the packing slip, SEALY purchase order, and shipping documentation without errors. SUPPLIER will compensate SEALY $100.00 per invoice for errors. One (1) error in any invoice constitutes an inaccurate invoice. Multiple errors in one invoice are counted as one inaccurate invoice. All invoices must include this accurate information:

1. Invoice number
2. Destination Facility
3. Payment Terms
4. Number of units shipped
5. Product description by SKU
6. Price per unit
7. Mode of Transportation
8. Purchase Order Number
9. Invoice Date
10. Sealy supplier number
11. Supplier address and telephone number

On-Time Shipment

SUPPLIER will strive to ship all products on the promised shipment date. If SUPPLIER provides transportation, and shipments to a SEALY site are made late more than One (1) time in any month, then SUPPLIER will reimburse SEALY $200.00 per late delivery in addition to any actions necessary to correct the error.

Late Shipments are defined as being One (1) or more business days late, measured against original promised shipment date. Shipments that are delayed by circumstances beyond the control of SUPPLIER (for example, natural disasters, acts of war, utility outages, strikes, impediments to shipment, shipper delay outside of the control of SUPPLIER) shall not be considered Late Shipments.

Certificate of Analysis

SUPPLIER will submit a Certificate of Analysis with each shipment of materials which contain Flame Retardant Materials, or other materials for which Sealy specifically seeks a Certificate of Analysis ("COA") in writing. One copy of the COA must accompany the Bill of Lading with the shipment. A second COA should be submitted to CoA_____@Sealy.com. If the SUPPLIER fails to submit a Certificate of Analysis with each shipment and forward a copy to the Sealy FR Database the SUPPLIER will reimburse Sealy $100 per noncompliance.

Available to Promise

SUPPLIER must be able to make a firm commitment within three (3) Business Hours of receipt of Purchase Order. For the purposes of this Agreement, "Business Hours" is defined as the hours between 8:00 a.m. and 5:00 p.m. EST/EDT, Monday through Friday, recognizing nationally observed holidays. SUPPLIER must notify appropriate buyer via email, fax, written communication or EDI. If SUPPLIER should repeatedly fail to meet this commitment standard, and SUPPLIER fails to commence with all due diligence to remedy such failure within three (3) business days or fails to remedy such failure within sixty (60) calendar days after receipt of written notice thereof, SUPPLIER will compensate SEALY $200 for such subsequent commitment failures.

Minimum Inventory

SUPPLIER will keep a minimum inventory of thirty (30) business days supply of each Product referenced in APPENDIX "A" attached hereto as a part hereof at a SUPPLIER facility within the borders of the United States from the Effective Date. The aforementioned thirty (30) business day supply shall be based upon the quarterly forecast provided by SEALY pursuant to Section 6(c) of the Agreement and is in addition to the "consignment inventory" language found in APPENDIX "E" attached hereto as a part hereof. This is only the minimum required by this clause. If, based upon the forecasts of SEALY for the upcoming quarter pursuant to Section 6(c) of the Agreement, additional inventory is needed, then SUPPLIER, subject to the Monthly Maximum, shall stock additional inventory. After nine (9) months from the Effective Date, this inventory requirement will be reviewed by SEALY and SUPPLIER to optimize cost and service. Any changes to the inventory requirement must be mutually agreed in writing.
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APPENDIX "D"
SEALY PARTNER CODE OF CONDUCT
Dated: December 6, 2011

SEALY PARTNER CODE OF CONDUCT

Sealy is committed to ensuring that working conditions in Sealy's supply chain are safe, that Partners' workers are treated with respect and dignity, and that manufacturing processes are environmentally responsible.

Sealy's Partners, Consultants, Joint Ventures, Licensees and Customers ("Our Partners") are obligated, in all of their activities, to operate in full compliance with the laws, rules, and regulations of the countries in which they operate. This Partner Code of Conduct ("Code") goes further, drawing upon internationally recognized standards, in order to advance social and environmental responsibility. Sealy requires that our Partners implement this Code
using the management systems described below.

The Sealy Partner Code of Conduct is modeled on and contains language from the recognized standards such as International Labour Organization Standards (ILO), Universal Declaration of Human Rights (UDHR), Social Accountability International (SAI), and the Ethical Trading Initiative (ETI) were used as references in preparing this Code and may be useful sources of additional information. A complete list of references is provided at the end of this Code. As an extension of the Code, Sealy maintains a series of detailed Standards that clarify our expectations for compliance.

Labor and Human Rights
Our Partners must uphold the human rights of workers, and treat them with dignity and respect as understood by the international community.

Antidiscrimination
Our Partners shall not discriminate against any worker based on race, color, age, gender, sexual orientation, ethnicity, disability, religion, political affiliation, union membership, national origin, or marital status in hiring and employment practices such as applications for employment, promotions, rewards, access to training, job assignments, wages, benefits, discipline, and termination. Our Partners
shall not require a pregnancy test or discriminate against pregnant workers except where required by applicable laws or regulations or prudent for workplace safety. In addition, Our Partners shall not require workers or potential workers to undergo medical tests that

could be used in a discriminatory way except where required by applicable law or regulation or prudent for workplace safety.

Fair Treatment
Our Partners must be committed to a workplace free of harassment. Our Partners shall not threaten workers with or subject them to harsh or inhumane treatment, including sexual harassment, sexual abuse, corporal punishment, mental coercion, physical coercion, verbal abuse or unreasonable restrictions on entering or exiting company provided facilities.

Prevention of Involuntary Labor
Our Partners shall not use any form of forced, bonded, indentured, or prison labor. All work must be voluntary and workers shall be free to leave work or terminate their employment with reasonable notice. Workers must not be required to surrender any government-issued identification, passports, or work permits as a condition of employment. Our Partners shall ensure that third party labor agencies providing workers are compliant with the provisions of the Code and sending country and receiving
country laws, whichever is more stringent in its protection of workers. Our Partners shall ensure that contracts for both direct and contract workers clearly convey the conditions of employment in a language understood by the worker. Our Partners shall be responsible for payment of all fees and expenses in excess of the amount equal to one month of the worker's anticipated net wages. Such fees and expenses include, but are not limited to expenses associated with recruitment, processing or placement of both direct and contract Workers.

Prevention of Under Age Labor
Child labor is strictly prohibited. Our Partners shall not employ children. The minimum age for employment or work shall be 15 years of age, the minimum age for employment in that country, or the age for completing compulsory education in that country, whichever is higher. This Code does not prohibit participation in legitimate workplace apprenticeship programs that are consistent with Article 6 of ILO Minimum Age Convention No. 138 or light work consistent with Article 7 of ILO Minimum Age Convention No. 138.

Juvenile Labor
Our Partners may employ juveniles who are older than the applicable legal minimum age for employment but are younger than 18 years of age, provided they do not perform work likely to jeopardize their heath, safety, or morals, consistent with ILO Minimum Age Convention No. 138.

Working Hours
Except in Emergency or Unusual Situations, a workweek shall be restricted to 60 hours, including overtime, workers shall be allowed at least one day off every seven-days, and overtime shall be voluntary. Under no circumstances will workweeks exceed the maximum permitted under applicable laws and regulations. Our Partners must offer vacation time, leave periods, and holidays consistent with applicable laws and regulations.

Wages and Benefits
Our Partners must pay all workers at least the minimum wage required by applicable laws and regulations and provide all legally mandated benefits. In addition to their compensation for regular hours of work, workers must be compensated for overtime hours at the premium rate required by applicable laws and regulations. Our Partners shall not use deductions from wages as a disciplinary measure. Workers must be paid in a timely manner, and the basis on which workers are being paid must be clearly conveyed to them in a timely manner.

Freedom of Association
Our Partners must respect the right of workers to associate freely, form and join workers organizations of their own choosing, seek representation, and bargain collectively, as permitted by and in accordance with applicable laws and regulations. Our Partners shall not discriminate with respect to employment based on union membership and, in particular, shall not make employment subject to the condition that the worker relinquish union membership or agree not to join a union or cause the dismissal of or otherwise prejudice a worker by reason of union membership or participation in union activities
outside working hours (or within working hours if the Partner has consented to such activities or if required by applicable law or regulation). Our Partners must protect against acts of interference with the
establishment, functioning, or administration of workers' organizations in accordance with applicable laws and regulations.

Health and Safety
Sealy recognizes that integrating sound health and safety management practices into all aspects of business is essential to maintain high morale and produce innovative products. Our Partners must be committed to creating safe working conditions and a healthy work environment for all of their workers.

Occupational Injury Prevention
Our Partners must eliminate physical hazards where possible. Where physical hazards cannot be eliminated, Our Partners must provide appropriate engineering controls such as physical guards, interlocks, and barriers. Where appropriate engineering controls are not possible, Our Partners must establish appropriate administrative controls such as safe work procedures. In all cases, Our Partners must provide workers appropriate personal protective equipment. Workers must have the right to refuse unsafe working conditions without fear of reprisal until management adequately addresses their concerns.

Prevention of Chemical Exposure
Our Partners must identify, evaluate, and control worker exposure to hazardous chemical, biological, and physical agents. Our Partners must eliminate chemical hazards where possible. Where chemical hazards cannot be eliminated, Our Partners must provide appropriate engineering controls such as closed systems and ventilation. Where appropriate engineering controls are not possible, Our Partners must establish appropriate administrative controls such as safe work procedures. In all cases, Our Partners must provide workers appropriate personal protective equipment.

Emergency Prevention, Preparedness, and Response
Our Partners must anticipate, identify, and assess emergency situations and events and minimize their impact by implementing emergency plans and response procedures, including emergency reporting, worker notification and evacuation procedures, worker training and drills, appropriate first-aid supplies, appropriate fire detection and suppression equipment, adequate exit facilities, and recovery plans.

Occupational Safety Procedures and Systems
Our Partners must establish procedures and systems to manage, track, and report occupational injury and illness. Such procedures and systems should encourage worker reporting, classify and record injury and illness cases, investigate cases and implement corrective actions to eliminate their causes, provide necessary medical treatment, and facilitate the workers' return to work.

Ergonomics
Our Partners must identify, evaluate, and control worker exposure to physically demanding tasks, including manual material handling, heavy lifting, prolonged standing, and highly repetitive or forceful assembly tasks.

Dormitory and Dining
Our Partners must provide workers with clean toilet facilities, access to potable water, and sanitary food preparation and storage facilities. Worker dormitories provided by the Partner or a labor agent must be clean and safe and provide adequate emergency egress, adequate heat and ventilation, reasonable personal space, and reasonable entry and exit privileges.

Communication
In order to foster a safe work environment, Our Partners shall ensure that workers receive appropriate workplace health and safety information and training, including written health and safety information and warnings in the primary language of its workers. Our Partners must post Material Safety Data Sheets in the primary language of its workers for any hazardous or toxic substances used in the workplace and properly train workers who will come into contact with such substances in the workplace.

Worker Health and Safety Committees
Our Partners are encouraged to initiate and support worker health and safety committees to enhance ongoing health and safety education and to encourage worker input regarding health and safety issues in the workplace.

The Environment
At Sealy, environmental considerations are an integral part of our business practices. Our Partners must be committed to reducing the environmental impact of their designs, manufacturing processes, and waste emissions.

Hazardous Substance Management and Restrictions
Our Partners must comply with any applicable laws and regulations prohibiting or restricting specific substances. To ensure safe handling, movement, storage, recycling, reuse, and disposal, Our Partners must identify and manage substances that pose a hazard if released to the environment and comply with applicable labeling laws and regulations for recycling and disposal.

Wastewater and Solid Waste Emissions
Wastewater and solid waste generated from operations, industrial processes, and sanitation facilities must be monitored, controlled, and treated as required by applicable laws and regulations before discharge or disposal.

Air Emissions
Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals, and combustion by-products generated from operations must be characterized, monitored, controlled, and treated as required by applicable laws and regulations before discharge.

Environmental Permits and Reporting
Our Partners must obtain, maintain, and keep current all required environmental permits (e.g. discharge monitoring) and registrations and follow the operational and reporting requirements of such permits.

Pollution Prevention and Resource Reduction
Our Partners must endeavor to reduce or eliminate waste of all types, including water and energy, by implementing appropriate conservation measures in their facilities, in their maintenance and production processes, and by recycling, re-using, or substituting materials.

Ethics
Our Partners must be committed to the highest standards of ethical conduct when dealing with workers and our Partners.

Corruption, Extortion, or Embezzlement
Corruption, extortion, and embezzlement, in any form, are strictly prohibited. Our Partners shall not engage in corruption, extortion or embezzlement in any form and violations of this prohibition may result in immediate termination as a Sealy Partner and in legal action.

Gifts and Entertainment
Sealy is an American company and subject to US laws, including the Foreign Corrupt Practices Act and Sealy believes that business should be conducted in a fair and above board manner. While all business entails and involves occasional business dinners and entertainment, Sealy believes that Sealy and all of its Partners should abide by commonsense and locally accepted practices for dinners, lunches and other meals as well as other such entertainment, and that gifts, both those gifts that are given and those that are accepted should be of the most minimal and token value and should be business related. As a generally accepted rule, a gift with a retail value of more than US$100 should not be accepted by Sealy or offered to Sealy unless there are compelling bases and explanations as well as approval by the general manager for the organization approve. Any gifts offered that are reasonably believed to be in excess of US$100, should be returned or delivered to the employee's manager to be further managed (which under the circumstances and with the involvement of Sealy's General Counsel, may be donated to a charity or if appropriate, if food or other perishables, be shared in an office or in a department.

Disclosure of Information
Our Partners must disclose information regarding its business activities, structure, financial situation, and performance in accordance with applicable laws and regulations and prevailing industry practices.

No Improper Advantage
Our Partners shall not offer or accept bribes or other means of obtaining undue or improper advantage.

Fair Business, Advertising, and Competition
Our Partners must uphold fair business standards in advertising, sales, and competition.

Whistleblower Protection and Anonymous Complaints
Our Partners must create programs to ensure the protection of Partner and worker whistleblower confidentiality and prohibit retaliation against workers who participate in such programs in good faith or refuse an order that is in violation of the Sealy Partner Code of Conduct. Our Partners shall provide an anonymous complaint mechanism for workers to report workplace grievances in accordance with local laws and regulations.

Community Engagement
Our Partners are encouraged to engage the community to help foster social and economic development and to contribute to the sustainability of the communities in which they operate.

Protection of Intellectual Property
Our Partners must respect intellectual property rights; safeguard customer information; and transfer of technology and know-how must be done in a manner that protects intellectual property rights.

Management Systems
Our Partners must adopt or establish a management system designed to ensure compliance with this Code and applicable laws and regulations, identify and mitigate related operational risks, and facilitate continuous improvement. ISO 14001, OHSAS 18001, Eco Management and Audit System (EMAS)
may be useful resources. The management system should contain the following elements:

Company Commitment
A corporate social and environmental responsibility statement affirming the Partner's commitment to compliance and continual improvement, to be posted in the primary local language at all of the Partner's worksites.

Management Accountability and Responsibility
Clearly identified company representatives responsible for ensuring implementation and periodic review of the status of the Partner's management systems.

Legal and Customer Requirements
A process to identify, monitor, and understand applicable laws and regulations and the additional requirements imposed by this Code. Partner shall obtain, maintain and keep current a valid business license as required by applicable laws and regulations.

Risk Assessment and Management
A process to identify environmental, health and safety, business ethics, labor, human rights and legal compliance risks associated with their operations, determine the relative significance of each risk, and implement appropriate procedures and physical controls to ensure compliance and control the identified risks. Risk assessments for health and safety must include warehouse and storage facilities, plant and facility support equipment, laboratories and test areas, bathrooms, kitchens, cafeterias, and worker housing.

Performance Objectives with Implementation Plans and Measures
Written standards, performance objectives, targets, and implementation plans, including a periodic assessment of the Partner's performance against those objectives.

Training
Programs for training managers and workers to implement the Partner's policies, procedures, and improvement objectives.

Communication
A process for communicating clear and accurate information about the Partner's performance, practices, and expectations to its workers, Our Partners, and customers.

Worker Feedback and Participation
An ongoing process to obtain feedback on processes and practices related to this Code and to foster continuous improvement.

Audits and Assessments
Periodic self-evaluations to ensure that the Partner, its subcontractors and its next-tier
Our Partners are complying with this Code and with applicable laws and regulations. Sealy may visit (and/or have external monitors visit) Partner facilities, with or without notice, to assess compliance with this Code and to audit Partner's wage, hour, payroll, and other worker records and practices.

Corrective Action Process
A process for timely correction of any deficiencies identified by an internal or external audit, assessment, inspection, investigation, or review.

Documentation and Records
Creation of documents and records to ensure regulatory compliance and conformity to this Code, with appropriate confidentiality measures to protect privacy.

Confidentiality

Our Partners must maintain the confidentiality of confidential information entrusted to them by the Company or its customers, suppliers or other business relationships, except when disclosure is authorized by the Company or required by applicable laws or regulations. Confidential information includes all non-public information that might be of use to competitors or harmful if disclosed. It also includes information that employees, customers, suppliers and other business relationships have entrusted to the Company as well as sensitive information that we hold in trust for our employees (medical information, drug screening information, social security numbers, bank information, etc.). The obligation to preserve confidential information continues even after service to the Company or the relationship with the Company ends.

APPENDIX "E"
SEALY LOCATIONS
Dated: December 6, 2011

LOCATION	ADDRESS	PHONE	FAX
Domestic Mattress Plants			
Albany	30 Veterans Memorial Drive, Green Island, NY 12183	518-459-1651	518-459-1428
Atlanta	1705 Rockdale Industrial Blvd., Conyers, GA 30207-3937	770-783-3810	770-922-2667
High Point	239 Sealy Drive, Trinity, NC 27370	336-861-2900	336-861-2901
Orlando	850 Jetstream Drive, Orlando, FL 32824	407-855-8523	407-240-3435
Williamsport	16114 Elliott Parkway, Williamsport, MD 21795-0159	301-223-9700	301-223-5157
Batavia	1030 Fabyan Parkway, Batavia, IL 60510-1490	630-879-8011	630-879-9105
Ft. Worth	6550 Wuliger Way, North Richland Hills, TX 76180	817-485-8052	817-581-0160
Kansas City	435 Riverpark Drive, Kansas City, KS 66105	913-321-3677	913-371-7620
Medina	1070 Lake Road, Medina, OH 44256	330-725-4146	330-722-2307
St. Paul	825 Transfer Street, St. Paul, MN 55114	651-645-8143	651-645-1255
Brenham	1201 Hwy 290 West, Brenham, TX 77833	979-836-6644	979-836-1370
Denver	12555 East 39th Avenue, Denver, CO 80239	303-371-6580	303-371-3880
Phoenix	4802 West Van Buren Street, Phoenix, AZ 85043	602-233-2713	602-233-0826
Portland	13635 North Lombard, Portland, OR 97203	503-289-8100	503-289-2256
Richmond	1130 Seventh Street, Richmond, CA 94801	510-235-7171	510-235-6450
South Gate	4361 East Firestone Boulevard, South Gate, CA 90280	323-567-7781	323-566-4313
Paterson	697 Rover Road, Paterson, NJ 07524	973-345-8800	973-345-7124
Components Plants/DCs			
Colorado Springs	6275 Lake Shore Court, Colorado Springs, CO 80915	719-574-6944	719-574-2686
Delano	9 Schultz Drive, Magic Industrial Park, Delano, PA 18220	570-467-2721	570-467-3147
Rensselaer	1132 N. Cullen St., Rensselaer, IN 47978	219-866-7181	219-866-4504
Mountain Top	25 Elmwood Ave., Crestwood Industrial Park, Mountain Top, PA 18707	570-715-7200	570-715-0712
Tamaqua Warehouse	Sealy Tamaqua Division Warehouse, 25 Liberty St., Tamaqua, PA 18252	570-467-2721	813-273-8775
Rensselaer Warehouse	182 E Merritt St., Rensselaer, IN 47978	219-866-7181	219-866-3865
Colorado Springs Warehouse	1525 N. Newport Rd. Colorado Springs, CO 80916	719-596-6678	719-596-6447
Canadian Mattress Plants			
Edmonton	14550 112 Avenue, Edmonton, Alberta Canada T5M 2T9	780-452-3070	780-453-7914
St. Narcisse	Matelas Centurion, 555 Rue Panneton , St. Narcisse, Quebec Canada GOX 2YO	418-328-3361	418-328-3087
Toronto	145 Milner Avenue, Scarborough, Ontario Canada M1S 3R1	416-332-4800	416-699-7107
Additional North American Facilities			
Mexico	Lote 0 17 y 18, Parque Industrial Exportec II, Manzana 3, Toluca, Mexico CP 50200	011-52+722-273-1810	011-52+722-273-1816
Puerto Rico	El Commandante Industrial Center, #1 San Marcos, Carolina, Puerto Rico 00982	787-769-0295	787-750-6190

- **The lead-times listed above are minimums agreed upon based on present logistics. Actual lead-times shall be determined by B2B acknowledgements in the E-procurement system**

APPENDIX "F"
SEALY AFFILIATES
Dated: December 6, 2011

AFFILIATE	ADDRESS	TELEPHONE	FAX
PLEASE PROVIDE	PLEASE PROVIDE	PLEASE PROVIDE	PLEASE PROVIDE
PLEASE PROVIDE	PLEASE PROVIDE	PLEASE PROVIDE	PLEASE PROVIDE
PLEASE PROVIDE	PLEASE PROVIDE	PLEASE PROVIDE	PLEASE PROVIDE
PLEASE PROVIDE	PLEASE PROVIDE	PLEASE PROVIDE	PLEASE PROVIDE
PLEASE PROVIDE	PLEASE PROVIDE	PLEASE PROVIDE	PLEASE PROVIDE