UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(D)
OF THE SECURITIES EXCHANGE ACT OF 1934

Date of report (Date of earliest event reported): September 4, 2015

TEMPUR SEALY INTERNATIONAL, INC.
(Exact name of registrant as specified in its charter)

Delaware	**001-31922**	**33-1022198**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(I.R.S. Employer Identification No.)**

1000 Tempur Way
Lexington, Kentucky 40511
(Address of principal executive offices) (Zip Code)

(800) 878-8889
(Registrant's telephone number, including area code)

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

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

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

INTRODUCTORY COMMENT

Throughout this Current Report on Form 8-K, the terms “we,” “us,” “our” and “Company” refer to Tempur Sealy International, Inc.

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

On September 4, 2015, the Board of Directors (the “Board”) of Tempur Sealy International, Inc. (the “Company”) appointed Mr. Scott L. Thompson as the Chairman, Chief Executive Officer and President of the Company, effective September 8, 2015. In addition, effective September 4, 2015 the Board appointed Mr. Thompson to the Board, and named Mr. Frank Doyle, currently Chairman of the Board, to the newly-established position as the Lead Director, effective September 8, 2015. Mr. W. Timothy Yaggi, who was acting as interim Chief Executive Officer, will resume his position as Executive Vice President and Chief Operating Officer, effective September 8, 2015. A copy of the Company’s press release announcing the appointment is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

About Scott Thompson

Scott Thompson, age 56, previously served as Chief Executive Officer and President of Dollar Thrifty Automotive Group, Inc. until it was purchased by Hertz Global Holdings, Inc. in 2012. Prior to serving as CEO and President, Mr. Thompson was a Senior Executive Vice President and Chief Financial Officer of Dollar Thrifty. Prior to joining Dollar Thrifty in 2008, Mr. Thompson was a consultant to private equity firms, and was a founder of Group 1 Automotive, Inc., a NYSE and Fortune 500 company, serving as its Senior Executive Vice President, Chief Financial Officer and Treasurer. Mr. Thompson presently serves as a member of the Board of Directors for Asbury Automotive Group, Inc., Houston Wire and Cable Co. and Conn’s, Inc. Mr. Thompson earned a Bachelor of Business Administration degree from Stephen F. Austin State University in Nacogdoches, Texas, and began his career with a national accounting firm.

Entry Into Certain Agreements

In connection with the hiring of Mr. Thompson the Company and Mr. Thompson entered into several agreements as described below:

Employment Agreement. On September 4, 2015, the Company entered into an Employment and Non-Competition Agreement with Mr. Thompson (the “Employment Agreement”) to reflect his appointment as Chairman, Chief Executive Officer and President. The Employment Agreement provides for Mr. Thompson’s employment during the transition period between September 4, 2015 and

September 7, 2015 and thereafter as Chief Executive Officer and President. The Employment Agreement also provides for the appointment now of Mr. Thompson to the Board and election as Chairman, and that he will be nominated for re-election by the stockholders as a director at any stockholder meeting at which directors are elected, and if re-elected the Board will elect him Chairman. The Employment Agreement has an initial term until December 31, 2018 and a perpetual one-year renewal term. Either party may elect not to renew the Employment Agreement, upon written notice, 120 days prior to the expiration of the initial or renewal term. The Employment Agreement currently provides for an annual base salary of $1,100,000, subject to annual adjustment by the Board or its Compensation Committee, and a prorated bonus for 2015 in the amount of $458,000, and thereafter a variable performance bonus set to a target of 125% of Mr. Thompson's base salary if certain criteria are met as established by the Company's Compensation Committee. The Employment Agreement also provides for a cash signing bonus of $1.6 million, payable by September 15, 2015. The Employment Agreement also provides for a number of equity grants as described below, and that the Company anticipates that in 2017 Mr. Thompson will be considered for future equity awards in accordance with the Company's normal executive compensation practices. The Company does not expect Mr. Thompson to receive additional equity grants prior to 2017.

In the event Mr. Thompson's employment is terminated without Cause (as defined in the Employment Agreement) by the Company or for Good Reason (as defined in the Employment Agreement) by Mr. Thompson, then Mr. Thompson is entitled to receive any earned and unpaid portion of his base salary and the value of any unused vacation, continued payment of his base salary for two years, continuation of welfare benefits for two years, any bonus payable with respect to any prior year and a pro rata portion of the bonus for the year of termination to the extent earned. Upon his death or disability, Mr. Thompson is entitled to receive any earned and unpaid portion of his base salary and the value of any unused vacation, earned performance bonus and a pro rata portion of the bonus for the year of termination to the extent earned. In addition, Mr. Thompson agreed not to compete with the Company during his employment with the Company and for two years following his termination of employment and not to solicit any employees of the Company for two years after the termination of employment.

Stock Option Grant. *On* September 4, 2015, the Company granted to Mr. Thompson an option award for three hundred and ten thousand (310,000) shares of the Company's common stock, $0.01 par value per share (the "Common Stock"), at an exercise price of $71.75 (representing the closing price of the Common Stock on the New York Stock Exchange ("NYSE") on September 4, 2015) vesting in three equal annual installments starting on the first anniversary date of his employment, and subject to accelerated vesting and forfeiture under certain circumstances set forth in the Stock Option Agreement ("Option Agreement") entered into by the Company with Mr. Thompson to reflect the terms of this grant. In addition, if a change of control of the Company occurs and Mr. Thompson's employment is terminated but not for Cause or if Mr. Thompson resigns for Good Reason within twelve (12) months after the occurrence of a change of control, all outstanding options will accelerate and vest as of the date of his termination of employment.

Base RSUS. On September 4, 2015, the Company entered into a Restricted Stock Unit Agreement ("Base RSU Agreement") providing for the grant of 118,000 restricted stock units ("RSUs") that vest over three years, subject to accelerated vesting and forfeiture under certain circumstances set forth in the Base RSU Agreement. The RSUs will not become payable until Mr. Thompson's employment is terminated. In addition, if a change of control of the Company occurs and Mr. Thompson's employment is terminated but not for Cause or if Mr. Thompson resigns for Good Reason within twelve (12) months after the occurrence of a change of control, all outstanding RSUs will accelerate and vest as of the date of his termination of employment.

Subscription Agreement. On September 4, 2015, Mr. Thompson and the Company entered into a Subscription Agreement pursuant to which Mr. Thompson agreed to purchase and the Company agreed to sell, 69,686 shares of Common Stock (the "Purchased Shares") for a price of $71.75 per share (the closing price on the NYSE on September 4, 2015) and a total price of $4,999,970.50, payable in cash at closing. The closing of this purchase is subject to completion of the NYSE listing process and is expected to close in September.

Matching PRSUs. On September 4, 2015, the Company entered into a Matching Performance Restricted Stock Unit Agreement ("Matching PRSU Agreement") pursuant to which the Company granted Mr. Thompson Performance Restricted Stock Units ("Matching PRSUs") for 69,686 shares of Common Stock. The Matching PRSUs vest over three years, subject to accelerated vesting and forfeiture under certain circumstances set forth in the Matching PRSU Agreement, and are subject to a performance requirement for purposes of Section 162(m) of the Internal Revenue Code of 1986 (the "Code") of having positive Adjusted EBITDA (as defined in the Matching PRSU Agreement) for 2016. Under the terms of the Matching PRSU Agreement, in the event Mr. Thompson sells any of the Purchased Shares acquired pursuant to the Subscription Agreement within the next 3 years, all remaining unused Matching PRSUs will be forfeited. In addition, if a change of control of the Company occurs and Mr. Thompson's employment is terminated but not for Cause or if Mr. Thompson resigns for Good Reason within twelve (12) months after the occurrence of a change of control, all outstanding Matching PRSUs will accelerate and vest as of the date of his termination of employment.

Project 650 PRSUs. On September 4, 2015, the Company and Mr. Thompson entered into a 2015 Performance Restricted Stock Unit Agreement ("Project 650 PRSU Agreement") pursuant to which the Company granted 620,000 Performance Restricted Stock Units ("Project 650 PRSUs"). All of the Project 650 PRSUs will vest in full if the Company achieves Adjusted EBITDA (as defined in the Project 650 PRSU Agreement) for 2017 greater than $650 million. In addition, if this target is not met in 2017 but the Company achieves more than $650 million in Adjusted EBITDA for 2018, then one-third, or 206,667, of the Project 650 PRSUs will vest, and the remaining Project 650 PRSUS shall be forfeited. If the Company does not achieve more than $650 million of Adjusted EBITDA in either 2017 or 2018, then all of the Project 650 PRSUs will be forfeited. In addition, If Mr. Thompson's employment with the Company terminates for any reason prior to December 31, 2017, all of the Project 650 PRSUs will be forfeited. In addition, if a change of control occurs prior to December 31, 2017, all of the Project 650 PRSUs will be converted into time-based restricted stock units vesting on December 31, 2018, subject to accelerated vesting and forfeiture in certain circumstances set forth in the Project 650 PRSU Agreement.

The foregoing is a summary of certain provisions of these agreements, and this summary is qualified in its entirety by reference to the forms of agreements attached as Exhibits 10.1 to 10.6 of this Form 8-K.

Item 7.01 Regulation FD Disclosure

On September 8, 2015, Tempur Sealy International Inc. issued a press release with respect to the appointment of Scott Thompson as its Chairman, Chief Executive Officer and President. A copy of this press release is furnished as Exhibit 99.1 to this current report on Form 8-K and is incorporated by reference herein.

The information in this report (including Exhibit 99.1) shall not be deemed to be "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liability of that section, and shall not be incorporated by reference into any registration statement or other document filed under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

Exhibit	Description
10.1	Employment and Non-Competition Agreement
10.2	Stock Option Agreement
10.3	Base PRSU Agreement
10.4	Matching PRSU Agreement
10.5	Project 650 PRSU Agreement
10.6	Subscription Agreement
99.1	Press Release of the Company, dated September 8, 2015, titled “Scott L. Thompson Named Chairman, President and Chief Executive Officer of Tempur Sealy”.

SIGNATURES

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

Date: September 8, 2015

Tempur Sealy International, Inc.

By: /s/ Lou H. Jones
Name: Lou H. Jones
Title: Executive Vice President, General Counsel and Secretary

EXHIBIT INDEX

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Exhibit 10.1

EMPLOYMENT AND NON-COMPETITION AGREEMENT
(Scott Thompson)

THIS EMPLOYMENT AND NON-COMPETITION AGREEMENT (the "Agreement") is executed as of this 4th day of September, 2015 (referred to as the "Effective Date" or the "Date of Hire"), by and between Tempur Sealy International Inc., a Delaware corporation (the "Company"), and Scott Thompson, an individual ("Employee").

In consideration of the mutual agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Company and Employee, it is hereby agreed as follows:

ARTICLE I
EMPLOYMENT

1.1 Term of Employment. Effective as of the Date of Hire, the Company agrees to employ Employee as an employee of the Company and as the Chairman, Chief Executive Officer and President of the Company as further set forth in Section 1.2, and Employee accepts employment by the Company, for the period commencing on the Date of Hire and ending on December 31, 2018 (the "Initial Term"), subject to earlier termination as set forth in Article III below. Unless earlier terminated in accordance with Article III, following the expiration of the Initial Term, this Agreement shall be automatically renewed for successive one-year periods (collectively, the "Renewal Terms"; individually, a "Renewal Term") unless, at least one hundred and twenty (120) days prior to the expiration of the Initial Term or the then current Renewal Term, either party provides the other party with a written notice of intention not to renew, in which case the Employee's employment with the Company, and the Company's obligations hereunder, shall terminate as of the end of the Initial Term or said Renewal Term, as applicable. Except as otherwise expressly provided herein, the terms and conditions of this Agreement during any Renewal Term shall be the same as the terms in effect immediately prior to such renewal, subject to any such changes or modifications as mutually may be agreed between the parties as evidenced in a written instrument signed by both the Company and Employee.

1.2 Position and Duties.

(a) From the Date of Hire through September 7, 2015 (the "Transition Period"), Employee shall be employed as an employee of the Company. In his capacity as an employee, Employee shall be subject to the authority of, and shall report to, the Company's Board of Directors. During the Transition Period, Employee shall be engaged in transition activities with respect to the assumption of the Chairman, Chief Executive Officer and President positions. On the Effective Date the Employee shall be appointed to the Board of Directors.

(b) Effective on the day after the Transition Period, Employee shall be employed in the position of Chief Executive Officer and President. In such capacity, Employee shall be subject to the authority of, and shall report to, the Company's Board of Directors. Employee shall devote Employee's entire business time, loyalty, attention and energies exclusively to the business interests of the

Company while employed by the Company, and shall perform his duties and responsibilities diligently and to the best of his ability. Effective on the day after the Transition Period, Employee shall be elected by the Board of Directors as Chairman. In addition, the Company shall nominate Employee to serve as a director in connection with any annual or special meeting of stockholders at which stockholders will vote on the election of directors and, if elected as a director, the Board will elect Employee as Chairman.

(c) The Company may choose to have Employee be classified as an employee of a subsidiary of the Company consistent with other members of management, and such treatment will be treated for purposes of this Agreement as employment by the Company, and will not relieve the Company of any of its obligations under this Agreement.

ARTICLE II
COMPENSATION AND OTHER BENEFITS

2.1 Base Salary. The Company shall pay Employee an annual salary of $1,100,000 ("Base Salary"), payable in accordance with the normal payroll practices of the Company. Employee's Base Salary will be reviewed and be subject to adjustment by the Board of Directors or its Compensation Committee at their discretion each fiscal year in accordance with the Company's annual review policy, commencing with the fiscal year 2017.

2.2 Bonuses. (a) Employee will be eligible to earn an annual performance-based bonus based on a formula approved by the Company's Board of Directors or its Compensation Committee and incorporated herein by this reference for the full or pro rata portion of any fiscal year after 2015 during which Employee is employed by the Company (a "Bonus Year"), the terms and conditions of which, as well as Employee's entitlement thereto, shall be determined annually in the sole discretion of the Company's Board of Directors or its Compensation Committee (the "Performance Bonus"). The amount of the Performance Bonus will vary based on the pro rata portion or full portion of the applicable Bonus Year during which Employee is employed by the Company and the achievement of individual or Company performance criteria in the formula established by the Company's Board of Directors or Compensation Committee. The formula will be set to target a Performance Bonus equal to 125% of Base Salary as of the earlier of the date the Target Bonus terms are approved by the Board and March 25 of such year (the "Target Bonus") if the performance criteria in the formula are met, and the actual bonus awarded based on the performance criteria may be more or less than the Target Bonus, but not more than 200% of the Target Bonus. Any Performance Bonus due with respect to a Bonus Year will be paid on or before March 15 of the following calendar year.

(b) For 2015, the Company will pay a bonus to Employee in the amount of $458,000 (the "2015 Bonus"), representing a pro rata portion of 125% of his Base Salary payable for 2015. This 2015 Bonus will be paid on or before March 15, 2016.

(c) The Company agrees to pay the Employee a cash signing bonus in the amount of $1.6 million, on or before September 15, 2015 (the "Signing Bonus"). The Employee agrees that if prior to December 31, 2017 the Employee voluntarily terminates his employment, but not for Good Reason pursuant to Section 3.1(b), then within fifteen (15) days after such termination he will repay to the Company a pro rata portion of the Signing Bonus, in the amount of $60,000 for each full month remaining in the period between the date of his termination and December 31, 2017.

2.3 Grants and Purchases of Equity.

(a) Grant of Stock Options. On the Date of Hire, the Company will grant Employee non-qualified options to purchase 310,000 shares of the Company's Common Stock, par value $.01 per share (the "Common Stock"), pursuant to the form of stock option agreement attached as Exhibit A to this Agreement, with the grant price set at the fair market value on the date of grant and subject to vesting in three equal annual installments (the "2015 Option Agreement").

(b) Subscription Agreement. The Employee and the Company will on the Date of Hire enter into a Subscription Agreement in the form of Exhibit B hereto (the "Subscription Agreement") pursuant to which the Employee will agree to purchase, and the Company will agree to sell, 69,686 shares of Common Stock (the "Purchased Shares") at a price per share of $71.75 (representing the closing price of the Common Stock on the New York Stock Exchange on the last trading day prior to the date of this Agreement).

(c) Stock Purchase Matching PRSU Award. As additional consideration for Employee's agreement to accept employment with the Company, on the Date of Hire the Company will issue Employee performance restricted stock units ("Matching PRSUs") representing the total number of shares of the Company's Common Stock, par value $.01 per share ("Common Stock"), that Employee commits to purchase pursuant to the Subscription Agreement. The Matching PRSUs will be issued pursuant to a Restricted Stock Unit Agreement in the form of Exhibit C hereto (the "Matching PRSU Agreement") and vest over the next three (3) years in annual installments, subject to meeting the performance metric set forth in the Matching PRSU Agreement.

(d) Project 650 Grant. On the Date of Hire, the Company will grant Employee performance restricted stock units for 620,000 shares of the Company's Common Stock pursuant to the form of Performance Restricted Stock Unit Agreement attached as Exhibit D to this Agreement (the "Project 650 PRSU Agreement").

(e) On the Date of Hire, the Company will issue Employee restricted stock units ("Base RSUs") for 118,000 shares of the Company's Common Stock pursuant to the Restricted Stock Unit Agreement attached as Exhibit E to this Agreement (the "Base RSU Agreement").

(f) The Company anticipates that commencing in 2017 Employee will be considered for future equity awards in accordance with the Company's normal executive compensation practices, but the timing, amount and terms of any such future grants will be subject to the discretion of the Board of Directors or the Compensation Committee.

2.4 Benefit Plans. Employee will be eligible to participate in the Company's retirement plans that are qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and in the Company's employee welfare benefit plans that are generally applicable to all executive employees of the Company (the "Plans"), in accordance with the terms and

conditions thereof. A summary of the Company's Plans applicable to senior executives as currently in effect has been provided to Employee. In any event, the terms and conditions of the Plans, as expressed in the Plan documents, will control including, but not limited to the Company's ability to amend, modify or terminate any of those programs as it determines appropriate in accordance with the Plans' terms.

2.5 Expenses. The Company shall reimburse Employee for all expenses reasonably incurred in the course of the performance of Employee's duties and responsibilities pursuant to this Agreement and consistent with the Company's policies with respect to travel, entertainment and miscellaneous expenses, and the requirements with respect to the reporting of such expenses.

2.6 Financial Planning. Employee shall be eligible to participate in the Company's executive financial planning program which provides reimbursement of financial planning expenses to eligible executives in accordance with the terms of the program.

2.7 Vacation. Employee shall be entitled to vacation in any calendar year in accordance with the Company's general vacation policies for senior executive employees.

2.8 Residence and Commuting.

(a) The Company will reimburse the Employee for reasonable temporary housing costs in Lexington through December 31, 2015. Employee agrees that he will maintain a secondary residence in Lexington, Kentucky commencing on or before December 31, 2015. The Employee agrees that he will relocate and establish Lexington, Kentucky as his primary residence by December 31, 2017. The Company agrees to reimburse the Employee for his reasonable relocation costs in accordance with the Company's relocation policy for senior executives. A copy of the Company's current policy has been provided to the Employee.

(b) The Employee will be responsible for the cost of commuting between his primary residence and Lexington until he relocates to Lexington as described above.

2.9 Withholding. All payments to be made by the Company hereunder will be subject to any withholding requirements.

2.10 Application of Policies. Employee acknowledges receipt of copies of the Company's Policy on Insider Trading and Confidentiality, Code of Business Conduct and Ethics, Stock Ownership Guidelines and Clawback Policy, and acknowledges that he is subject to the provisions of each such document. Employee further acknowledges and agrees that all amounts paid hereunder and any equity awards granted pursuant to this Agreement will be subject to the terms of the Clawback Policy, and any amended clawback policy or replacement clawback policy adopted by the Board of Directors from time to time.

ARTICLE III
TERMINATION

3.1 Right to Terminate; Automatic Termination.

(a) Termination by Company Without Cause. Subject to Section 3.2, the Company may terminate Employee's employment and all of the Company's future obligations under this Agreement at any time and for any reason.

(b) Termination by Employee for Good Reason. Subject to Section 3.2, Employee may terminate his employment obligation hereunder (but not his obligations under Article IV hereof) for "Good Reason" (as hereinafter defined) if Employee gives written notice thereof to the Company within thirty (30) days of the event he deems to constitute Good Reason (which notice shall specify the grounds upon which such notice is given) and the Company fails, within thirty (30) days of receipt of such notice, to cure or rectify the grounds for such Good Reason termination set forth in such notice. If the Company fails to cure or rectify the grounds for such Good Reason termination set forth in the notice provided above within thirty (30) days of receipt of such notice, then Employee may terminate his employment under this Section 3.1(b) any time within thirty (30) days following such failure. "Good Reason" shall mean any of the following: (i) relocation of Employee's principal workplace over sixty (60) miles from the Company's existing workplaces without the consent of Employee (which consent shall not be unreasonably withheld, delayed or conditioned), (ii) after the Transition Period, Employee is demoted from the position of Chief Executive Officer or President of the Company, (iii) after the Transition Period, a material diminution in the Employee's authority, duties or responsibilities as Chief Executive Officer and President of the Company, (iv) the Company fails to nominate Employee to serve as a director in connection with any annual or special meeting of stockholders at which stockholders will vote on the election of directors or, if elected as a director, the Board fails to elect the Employee as Chairman, or (v) the Company's material breach of this Agreement which is not cured within thirty (30) days after receipt by the Company from Employee of written notice of such breach.

(c) Termination by Company For Cause. Subject to Section 3.2, the Company may terminate Employee's employment and all of the Company's obligations under this Agreement at any time "For Cause" (as defined below) by giving notice to Employee stating the basis for such termination, effective immediately upon giving such notice or at such other time thereafter as the Company may designate. "For Cause" shall mean any of the following: (i) Employee's willful and continued failure to substantially perform the reasonably assigned duties with the Company which are consistent with Employee's position and job description referred to in this Agreement, other than any such failure resulting from incapacity due to physical or mental illness, after a written notice is delivered to Employee by the Board of Directors of the Company which specifically identifies the manner in which Employee has not substantially performed the assigned duties and allowing Employee thirty (30) days after receipt by Employee of such notice to cure such failure to perform, (ii) material breach of this Agreement or any other written agreement between Employee and the Company which is not cured within thirty (30) days after receipt by Employee from the Company of written notice of such breach, (iii) any material violation of any material written policy of the Company, (iv) Employee's willful misconduct which is

materially and demonstrably injurious to the Company, (v) Employee's conviction by a court of competent jurisdiction of, or his pleading guilty or nolo contendere to, any felony, or (vi) Employee's commission of an act of fraud, embezzlement, or misappropriation against the Company or any breach of fiduciary duty or breach of the duty of loyalty, including, but not limited to, the offer, payment, solicitation or acceptance of any unlawful bribe or kickback with respect to the Company's business. For purposes of this paragraph, no act, or failure to act, on Employee's part shall be considered "willful" unless done, or omitted to be done, in knowing bad faith and without reasonable belief that the action or omission was in, or not opposed to, the best interests of the Company. Any act, or failure to act expressly authorized by a resolution duly adopted by the Board of Directors or based upon the written advice of counsel for the Company shall be conclusively presumed to be done, or omitted to be done, in good faith and in the best interests of the Company. Notwithstanding the foregoing, Employee shall not be deemed to have been terminated For Cause unless and until there shall have been delivered to Employee a copy of a resolution, duly adopted by the Board of Directors at a meeting of the Board called and held for such purpose (after reasonable notice to Employee and an opportunity for Employee, together with Employee's counsel, to be heard before the Board at a duly called meeting at which a quorum is present), finding that in the good faith opinion of the Board of Directors Employee committed the conduct set forth above in (i), (ii), (iii), (iv), (v) or (vi) of this Section 3.1(c) and specifying the particulars thereof in detail.

(d) Termination Upon Death or Disability. Subject to Section 3.2, Employee's employment and the Company's obligations under this Agreement shall terminate: (i) automatically, effective immediately and without any notice being necessary, upon Employee's death; and (ii) in the event of the disability of Employee, by the Company giving notice of termination to Employee. For purposes of this Agreement, "disability" means the inability of Employee, due to a physical or mental impairment, for ninety (90) days (whether or not consecutive) during any period of three hundred sixty (360) days, to perform, with reasonable accommodation, the essential functions of the work contemplated by this Agreement. In the event of any dispute as to whether Employee is disabled, the matter shall be determined by the Company's Board of Directors in consultation with a physician selected by the Company's health or disability insurer or another physician mutually satisfactory to the Company and Employee. Employee shall cooperate with the efforts to make such determination or be subject to immediate discharge. Any such determination shall be conclusive and binding on the parties. Any determination of disability under this Section 3.1 is not intended to alter any benefits any party may be entitled to receive under any long-term disability insurance policy carried by either the Company or Employee with respect to Employee, which benefits shall be governed solely by the terms of any such insurance policy. Nothing in this subsection shall be construed as limiting or altering any of Employee's rights under State workers compensation laws or State or federal Family and Medical Leave laws.

3.2 Rights Upon Termination.

(a) Section 3.1(a) (*Termination by the Company Without Cause)* and 3.1(b) (*Termination by the Employee for Good Reason)* Terminations. If Employee's employment terminates pursuant to Section 3.1(a) or 3.1(b) hereof, Employee shall have no further rights against the Company hereunder, except for the right to receive, subject to execution of a release and waiver in the form

customarily used by the Company in connection with the termination of other similarly situated senior executives ("Release and Waiver") in the case of clauses (ii) - (iv) and (vi) below, (i) any earned but unpaid Base Salary and the value of any accrued but unused vacation, (ii) payment of Base Salary for a period of two (2) years from the effective date of termination (the "Severance Period"), payable in accordance with the normal payroll practices of the Company and reduced by any salary continuation benefit paid under any of the Plans maintained pursuant to Section 2.4, (iii) (x) any previously earned Performance Bonus for a prior Bonus Year that has not been paid, and in the event of any termination after December 31, 2015 any 2015 Bonus that has not been paid, and (y) any annual Performance Bonus or 2015 Bonus due for the calendar year of such termination pursuant to Section 2.2, prorated based on the number of days Employee was actively employed by the Company during such year (or in the case of the 2015 Bonus, the period from the Date of Hire through December 31, 2015), payable at the time such Performance Bonus or 2015 Bonus would otherwise be paid in accordance with such Section 2.2, (iv) continued participation in the Plans pursuant to Section 2.4 for the duration of the Severance Period to the extent such continued participation is permitted under the terms of the Plans and to the extent such participation is not permitted a cash payment of substantially similar value (without requiring any additional payments to address the taxability of this payment), (v) reimbursement of expenses to which Employee is otherwise entitled under Sections 2.4, 2.5 or 2.8 hereof, and (vi) whatever rights as to stock options or other equity awards the Employee may have pursuant to the 2015 Option Agreement, the Matching PRSU Agreement, the Project 650 PRSU Agreement or the Base RSU Agreement or any other stock option agreements or other equity award agreements with the Company.

(b) Section 3.1(c) (*Termination by Company for Cause*) and 3.1(d) (*Termination upon Death or Disability*) Terminations; Voluntary Termination by Employee not for Good Reason. If Employee's employment is terminated pursuant to Sections 3.1(c) or 3.1(d) hereof, or if Employee quits employment (other than for Good Reason) notwithstanding the terms of this Agreement, Employee or Employee's estate shall have no further rights against the Company hereunder, except for the right to receive, subject to execution of a Release and Waiver in the case of clauses (iii), (x), (y) and (z) below, (i) any earned but unpaid Base Salary and the value of any accrued but unused vacation, (ii) reimbursement of expenses to which Employee is entitled under Sections 2.4, 2.5 or 2.8 hereof, and (iii) in the case of a termination pursuant to Section 3.1(d) hereof, (x) any previously earned Performance Bonus for a prior Bonus Year, or any 2015 Bonus, which has not been paid, (y) any annual Performance Bonus or 2015 Bonus due for the calendar year of such termination pursuant to Section 2.2, prorated based on the number of days Employee was actively employed by the Company during such year (or in the case of the 2015 Bonus, the period from the Date of Hire through December 31, 2015), payable at the time the such Performance Bonus or 2015 Bonus would otherwise be paid in accordance with such Section 2.2, and (z) whatever rights as to stock options or other equity awards Employee may have pursuant to the 2015 Option Agreement, the Matching PRSU Agreement, the Project 650 PRSU Agreement, Base RSU Agreement or any other stock option agreements or other equity award agreements with the Company.

(c) Non-Renewal. In the event that the Company elects not to renew the term of this Agreement as provided in Section 1.1, or if Employee elects not to renew the term of this Agreement as provided in Section 1.1, then Employee shall have no

further rights against the Company hereunder, except for the right to receive, subject to execution of a Release and Waiver in the case of clauses (iii), (x), (y) and (z) below, (i) any earned but unpaid Base Salary and the value of any accrued but unused vacation, (ii) reimbursement of expenses to which Employee is entitled under Sections 2.4, 2.5 or 2.8 hereof, and (iii) (x) any previously earned Performance Bonus for a prior Bonus Year which has not been paid, (y) any annual Performance Bonus due for the calendar year in which the non-renewal occurs, prorated based on the number of days Employee was actively employed by the Company during such year, payable at the time the such Performance Bonus would otherwise be paid in accordance with such Section 2.2, and (z) whatever rights as to stock options or other equity awards Employee may have pursuant to the 2015 Option Agreement, the Matching PRSU Agreement, the Project 650 PRSU Agreement, Base RSU Agreement or any other stock option agreements or other equity award agreements with the Company.

(d) The Release and Waiver described in Sections 3.2(a), (b) and (c) shall be delivered to Employee on or before the fourteenth (14th) day following separation from employment with the Company. In addition and notwithstanding the foregoing provisions of this Section 3.2, if the Release and Waiver described in Section 3.2(a), 3.2(b) or 3.2(c), as applicable, has been delivered to Employee within fourteen (14) days following separation from employment but has not been executed and delivered and become irrevocable on or before the end of the sixty (60) day period following Employee's termination of employment with the Company, no severance benefits under Section 3.2(a)(ii)-(iv) and (vi) or Section 3.2(b)(iii), (x), (y) and (z) or Section 3.2(c)(iii) (x), (y) and (z), as applicable, shall be or become payable. Further, to the extent that (A) such termination of employment occurs within sixth (60) days of the end of any calendar year, and (B) any of such severance benefits constitute "nonqualified deferred compensation" for purposes of Section 409A of the Code, any payment of any amount or provision of any benefit otherwise scheduled to occur prior to the sixtieth (60th) day following the date of Employee's termination of employment hereunder, but for the condition on executing the severance release as set forth herein, shall be made (or commence being made) on the later of January 15th of the next calendar year following termination of employment or the date such release and waiver is delivered and has become irrevocable, after which any remaining severance benefits shall thereafter be provided to Employee without interest according to the applicable schedule set forth herein.

ARTICLE IV
CONFIDENTIALITY; NON-COMPETITION; NON-SOLICITATION

4.1 Covenants Regarding Confidential Information, Trade Secrets and Other Matters. Employee covenants and agrees as follows:

(a) Definitions. For purposes of this Agreement, the following terms are defined as follows:

(1) "Trade Secret" means all information possessed by or developed for the Company or any of its subsidiaries, including, without limitation, a compilation, program, device, method, system, technique or process, to which all of the following apply: (i) the information derives independent economic value, actual or potential, from not being generally known to, and

not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and (ii) the information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

(2) "Confidential Information" means information, to the extent it is not a Trade Secret, which is possessed by or developed for the Company or any of its subsidiaries and which relates to the Company's or any of its subsidiaries' existing or potential business or technology, which information is generally not known to the public and which information the Company or any of its subsidiaries seeks to protect from disclosure to its existing or potential competitors or others, including, without limitation, for example: business plans, strategies, existing or proposed bids, costs, technical developments, existing or proposed research projects, financial or business projections, investments, marketing plans, negotiation strategies, training information and materials, information generated for client engagements and information stored or developed for use in or with computers. Confidential Information also includes information received by the Company or any of its subsidiaries from others which the Company or any of its subsidiaries has an obligation to treat as confidential.

(b) Nondisclosure of Confidential Information. Except as required in the conduct of the Company's or any of its subsidiaries' business or as expressly authorized in writing on behalf of the Company or any of its subsidiaries, Employee shall not use or disclose, directly or indirectly, any Confidential Information during the period of his employment with the Company. In addition, following the termination for any reason of Employee's employment with the Company, Employee shall not use or disclose, directly or indirectly, any Confidential Information. This prohibition does not apply to Confidential Information after it has become generally known in the industry in which the Company conducts its business. This prohibition also does not prohibit Employee's use of general skills and know-how acquired during and prior to employment by the Company, as long as such use does not involve the use or disclosure of Confidential Information or Trade Secrets.

(c) Trade Secrets. During Employee's employment by the Company, Employee shall do what is reasonably necessary to prevent unauthorized misappropriation or disclosure and threatened misappropriation or disclosure of the Company's or any of its subsidiaries' Trade Secrets and, after termination of employment, Employee shall not use or disclose the Company's or any of its subsidiaries' Trade Secrets as long as they remain, without misappropriation, Trade Secrets.

(d) Copyright. All copyrightable work by Employee relating to the Company's business or the business of any subsidiary or affiliate of the Company during the term of Employee's employment by the Company is intended to be "work made for hire" as defined in Section 101 of the Copyright Act of 1976, and shall be the property of the Company. If the copyright to any such copyrightable work is not the property of the Company by operation of law, Employee will, without further consideration, assign to the Company all right, title and interest in such copyrightable work and will assist the Company and its nominee in every way, at the Company's expense, to secure, maintain and defend for the Company's benefit, copyrights and any extensions and renewals thereof on any and all such work including translations thereof in any and all countries, such work to be and remain the property of the Company whether copyrighted or not.

(e) Exceptions. The provisions of paragraphs (b) and (c) above will not be deemed to prohibit any disclosure that is required by law or court order, provided that Employee has not intentionally taken actions to trigger such required disclosure and the Company is given reasonable prior notice and an opportunity to contest or minimize such disclosure.

4.2 Non-Competition.

(a) During Employment. During Employee's employment hereunder, Employee shall not engage, directly or indirectly, as an employee, officer, director, partner, manager, consultant, agent, owner (other than a minority shareholder or other equity interest of not more than 1% of a company whose equity interests are publicly traded on a nationally recognized stock exchange or over-the-counter) or in any other capacity, in any competition with the Company or any of its subsidiaries.

(b) Subsequent to Employment. For a two (2) year period following the termination of Employee's employment for any reason or without reason, Employee shall not in any capacity (whether in the capacity as an employee, officer, director, partner, manager, consultant, agent or owner (other than a minority shareholder or other equity interest of not more than 1% of a company whose equity interests are publicly traded on a nationally recognized stock exchange or over-the-counter)), directly or indirectly advise, manage, render or perform services to or for (i) any person or entity which is engaged in a business competitive to that of the Company or any of its subsidiaries (including without limitation those businesses listed in Appendix A to the form of 2015 Option Agreement attached hereto as Exhibit B) within any geographical location wherein the Company or any of its subsidiaries produces, sells or markets its goods and services at the time of such termination or within a one-year period prior to such termination or (ii) any Significant Retailer. For purposes of this Agreement, "Significant Retailer" means those retailers identified in Exhibit B under the heading "RETAILERS." Employee acknowledges that the Significant Retailers may now or in the future compete directly or indirectly with the Company, and that, whether or not a Significant Retailer competes directly with the Company, the Employee because of his knowledge of the industry and his knowledge of confidential information about the Company's commercial relationships with many large retailers, including one or more of the Significant Retailers, could damage the Company's competitive position and business if he worked with a Significant Retailer in any of the capacities described above.

4.3 Non-Solicitation. For a two (2) year period following the termination of Employee's employment for any reason or without reason, Employee shall not solicit or induce any person who was an employee of the Company or any of its subsidiaries on the date of Employee's termination, or within three (3) months prior to leaving his or her employment with the Company or any of its subsidiaries, to leave the employ of the Company or its subsidiaries.

4.4 Return of Documents. Immediately upon termination of employment, Employee will return to the Company, and so certify in writing to the Company, all the Company's or any of its subsidiaries' papers, documents and things, including information

stored for use in or with computers and software applicable to the Company's and its subsidiaries' business (and all copies thereof), which are in Employee's possession or under Employee's control, regardless whether such papers, documents or things contain Confidential Information or Trade Secrets.

4.5 No Conflicts. To the extent that they exist, Employee will not disclose to the Company or any of its subsidiaries any of Employee's previous employer's confidential information or trade secrets. Further, Employee represents and warrants that Employee has not previously assumed any obligations inconsistent with those of this Agreement and that employment by the Company does not conflict with any prior obligations to third parties. In addition, Employee and the Company agree that it is important for any prospective employer to be aware of this Agreement, so that disputes concerning this Agreement can be avoided in the future. Therefore, Employee agrees that, following termination of employment with the Company, the Company may forward a copy of Article IV of this Agreement (and any related Exhibits hereto) to any future prospective or actual employer, and Employee releases the Company from any claimed liability or damage caused to Employee by virtue of the Company's act in making that prospective or actual employer aware of Article IV of this Agreement (and any related Exhibits hereto).

4.6 Agreement on Fairness. Employee acknowledges that: (i) this Agreement has been specifically bargained between the parties and reviewed by Employee, (ii) Employee has had an opportunity to obtain legal counsel to review this Agreement, and (iii) the covenants made by and duties imposed upon Employee hereby are fair, reasonable and minimally necessary to protect the legitimate business interests of the Company, and such covenants and duties will not place an undue burden upon Employee's livelihood in the event of termination of Employee's employment by the Company and the strict enforcement of the covenants contained herein.

4.7 Equitable Relief and Remedies. Employee acknowledges that any breach of this Agreement will cause substantial and irreparable harm to the Company for which money damages would be an inadequate remedy. Accordingly, notwithstanding the provisions of Article V below, the Company shall in any such event be entitled to obtain injunctive and other forms of equitable relief to prevent such breach and the prevailing party shall be entitled to recover from the other, the prevailing party's costs (including, without limitation, reasonable attorneys' fees) incurred in connection with enforcing this Agreement, in addition to any other rights or remedies available at law, in equity, by statute or pursuant to Article V below.

ARTICLE V
AGREEMENT TO SUBMIT ALL EXISTING OR FUTURE DISPUTES TO BINDING ARBITRATION

The Company and Employee agree that any controversy or claim arising out of or related to this Agreement or Employee's employment with or termination by the Company that is not resolved by the parties shall be settled by arbitration administered by the American Arbitration Association under its National Rules for the Resolution of Employment Disputes. Any such arbitration shall be conducted in Lexington, Kentucky. The parties further agree that the arbitrator may resolve issues of contract interpretation as well as

law and award damages, if any, to the extent provided by this Agreement or applicable law. The parties agree that the costs of the arbitrator's services shall be borne by the Company. The parties further agree that the arbitrator's decision will be final and binding and enforceable in any court of competent jurisdiction. In addition to the A.A.A.'s Arbitration Rules and unless otherwise agreed to by the parties, the following rules shall apply:

(a) Each party shall be entitled to discovery exclusively by the following means: (i) requests for admission, (ii) requests for production of documents, (iii) up to fifteen (15) written interrogatories (with any subpart to be counted as a separate interrogatory), and (iv) depositions of no more than six (6) individuals.

(b) Unless the arbitrator finds that delay is reasonably justified or as otherwise agreed to by the parties, all discovery shall be completed, and the arbitration hearing shall commence, within five (5) months after the appointment of the arbitrator.

(c) Unless the arbitrator finds that delay is reasonably justified, the hearing will be completed, and an award rendered, within thirty (30) days of commencement of the hearing.

The arbitrator's authority shall include the ability to render equitable types of relief and, in such event, any aforesaid court may enter an order enjoining and/or compelling such actions or relief ordered or as found by the arbitrator.

Each party shall bear its own legal and other professional fees and costs incurred in connection with such arbitration proceeding and any necessary court action.

Notwithstanding the foregoing provisions of this Article V, the parties expressly agree that a court of competent jurisdiction may enter a temporary restraining order or an order enjoining a breach of Article IV of this Agreement without submission of the underlying dispute to an arbitrator. Such remedy shall be cumulative and nonexclusive, and shall be in addition to any other remedy to which the parties may be entitled.

ARTICLE VI
GENERAL PROVISIONS

6.1 Notices. Any and all notices provided for in this Agreement shall be given in writing and shall be deemed given to a party at the earlier of (i) when actually delivered to such party, or (ii) when mailed to such party by registered or certified mail (return receipt requested) or sent to such party by courier, confirmed by receipt, and addressed to such party at the address designated below for such party as follows (or to such other address for such party as such party may have substituted by notice pursuant to this Section 6.1):

(a) If to the Company:

Tempur Sealy International, Inc.
1000 Tempur Way
Lexington, KY 40511

Attention: Board of Directors

with a copy to Executive Vice President
and General Counsel

(b) If to Employee: Scott Thompson
c/o Tempur Sealy International, Inc.
1000 Tempur Way
Lexington, KY 40511

6.2 Entire Agreement; Survival. This Agreement contains the entire understanding and the full and complete agreement of the parties and supersedes and replaces any prior understandings and agreements among the parties with respect to the subject matter hereof. The provisions of this Agreement shall survive the termination of the Agreement, or of Employee's employment for any reason, to the extent necessary to enable the parties to enforce their respective rights.

6.3 Amendment; Headings and References. This Agreement may be altered, amended or modified only in writing, signed by both of the parties hereto, except that either party may update its address set forth in Section 6.1 by providing a notice of the updated address in the manner set forth in Section 6.1. Headings included in this Agreement are for convenience only and are not intended to limit or expand the rights of the parties hereto. References to Sections herein shall mean sections of the text of this Agreement, unless otherwise indicated.

6.4 Assignability. This Agreement and the rights and duties set forth herein may not be assigned by either of the parties without the express written consent of the other party. This Agreement shall be binding on and inure to the benefit of each party and such party's respective heirs, legal representatives, successors and assigns.

6.5 Severability. If any court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, then such invalidity or unenforceability shall have no effect on the other provisions hereof, which shall remain valid, binding and enforceable and in full force and effect, and such invalid or unenforceable provision shall be construed in a manner so as to give the maximum valid and enforceable effect to the intent of the parties expressed therein.

6.6 Waiver of Breach. The waiver by either party of the breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

6.7 Governing Law; Jurisdiction; Construction. This Agreement shall be governed by the internal laws of the Commonwealth of Kentucky, without regard to any rules of construction that would require application of the laws of another jurisdiction. Any legal proceeding related to this Agreement and permitted under Section 4.7 and Article V hereof must be litigated in an appropriate Kentucky state or federal court, and both the Company and Employee hereby consent to the exclusive jurisdiction of the Commonwealth of Kentucky for this purpose; waive any objection they may now or hereafter have to venue or to convenience of

forum and agree that all legal proceedings will be tried in a court of competent jurisdiction by a judge without a jury. The parties hereto agree that they have been represented by counsel during the negotiation and execution of this Agreement and, accordingly each party waives the application of any law, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

6.8. Tax Compliance.

(a) The Company may withhold from any amounts payable hereunder any amounts required to be withheld under federal, state or local law and any other deductions authorized by Employee. The Company and Employee agree that they will execute any and all amendments to this Agreement as they mutually agree in good faith may be necessary to ensure compliance with the provisions of Section 409A (together with any implementing regulations, "Section 409A") of the Code while preserving insofar as possible the economic intent of the respective provisions, so that Employee will not be subject to any tax (including interest and penalties) under Section 409A.

(b) For purposes of Section 409A, the right to a series of installment payments under this Agreement shall be treated as a right to a series of separate payments.

(c) With respect to any reimbursement of expenses of, or any provision of in-kind benefits to, Employee, as specified under this Agreement, such reimbursement of expenses or provision of in-kind benefits shall be subject to the following conditions: (1) the expenses eligible for reimbursement or the amount of in-kind benefits provided in one taxable year shall not affect the expenses eligible for reimbursement or the amount of in-kind benefits provided in any other taxable year, except for any medical reimbursement arrangement providing for the reimbursement of expenses referred to in Section 105(b) of the Code; (2) the reimbursement of an eligible expense shall be made no later than the end of the year after the year in which such expense was incurred; and (3) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit.

(d) Notwithstanding anything to the contrary in this Agreement, if Employee is a "specified employee" as determined pursuant to Section 409A as of the date of Employee's "separation from service" as defined in Treasury Regulation Section 1.409A-1(h) (or any successor regulation) and if any payments or entitlements provided for in this Agreement constitute a "deferral of compensation" within the meaning of Section 409A and cannot be paid or provided in the manner provided herein without subjecting Employee to additional tax, interest or penalties under Section 409A, then any such payment or entitlement which is payable during the first six (6) months following Employee's "separation from service" shall be paid or provided to Employee in a cash lump-sum on the first business day of the seventh (7th) calendar month immediately following the month in which Employee's "separation from service" occurs or, if earlier, upon Employee's death. In addition, any payments or benefits due hereunder upon a termination of Employee's employment which are a "deferral of compensation" within the meaning of Section 409A shall only be payable or provided to Employee (or Employee's estate) upon a "separation from service" as defined in Section 409A. Finally, for the purposes of this Agreement, amounts payable under Section 3.2 shall be deemed not to be a "deferral of compensation" subject to

Section 409A to the extent provided in the exceptions in Treasury Regulation Sections 1.409A-1(b)(4) ("short-term deferrals") and (b)(9) ("separation pay plans," including the exception under subparagraph (iii)) and other applicable provisions of Treasury Regulation Section 1.409A-1 – A-6.

(e) Whenever a payment under this Agreement specifies a payment period with reference to a number of days (for example, "payment shall be made within thirty (30) days following the date of termination"), the actual date of payment within the specified period shall be within the sole discretion of the Company. In no event may Employee, directly or indirectly, designate the calendar year of any payment to be made under this Agreement, to the extent such payment is subject to Code Section 409A.

(f) The Company makes no representation or warranty and shall have no liability to Employee or any other person if any provisions of this Agreement are determined to constitute deferred compensation subject to Code Section 409A but do not satisfy an exemption from, or the conditions of, Code Section 409A.

(g) Limitation on Payments and Benefits. Notwithstanding any provision of this Agreement to the contrary, in the event that any amount or benefit to be paid or provided under this Agreement or otherwise to the Employee constitutes a "parachute payment" within the meaning of Section 280G of the Code, and but for this provision, would be subject to the excise tax imposed by Section 4999 of the Code, then the totality of those amounts shall be either: (a) delivered in full, or (b) delivered as to such lesser extent which would result in no portion of such payments and benefits being subject to excise tax under Section 4999 of the Code, whichever of the foregoing amounts, taking into account the applicable federal, state and local income and employment taxes and the excise tax imposed by Section 4999 of the Code (and any equivalent state or local excise taxes), results in the receipt by the Employee on an after-tax basis, of the greatest amount of such payments and benefits, notwithstanding that all or some portion of such amount may be taxable under Section 4999 of the Code. Unless the Company and the Employee otherwise agree, any determination required under this provision shall be made in writing by a firm of independent public accountants or a law firm selected by the Company and reasonably acceptable to the Employee (the "Accountants"), whose determination shall be conclusive and binding upon the Employee and the Company for all purposes. The Company and the Employee agree to furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this provision. The Company will bear all costs the Accountants may reasonably incur in connection with any calculations contemplated by this provision. Any reduction of any amount required by this provision shall occur in the following order: (1) reduction of cash payments to the Employee under this Agreement or otherwise; (2) reduction of vesting acceleration of equity awards under this Agreement or otherwise; and (3) reduction of other benefits paid or provided to the Employee. If two or more equity awards are granted on the same date, each award will be reduced on a pro rata basis (dollar-for-dollar).

6.9. Expenses. The Company agrees to reimburse Employee for the reasonable and documented fees and expenses of Employee's legal counsel in connection with the negotiation and preparation of this Agreement, in an amount not to exceed $20,000.

6.10. Indemnification; Insurance Coverage. The Company's By-Laws, as may be amended from time to time, provide to directors and executive officers of the Company certain rights to indemnification by the Company and to directors and officers insurance coverage. Employee shall be entitled to the same level of protection provided to executive officers and, as applicable, directors, as contemplated in the Company's By-Laws, as may be amended from time to time.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written above.

COMPANY:

TEMPUR SEALY INTERNATIONAL, INC.

/s/ Frank Doyle

By: Frank Doyle
Title: Chairman of the Board of Directors

EMPLOYEE:

/s/ Scott Thompson

Scott Thompson

WITNESSED BY:

/s/ Vanessa Thompson

Name: Vanessa Thompson

Date: September 4, 2015

TEMPUR SEALY INTERNATIONAL, INC.
2013 EQUITY INCENTIVE PLAN

Stock Option Agreement

Scott Thompson

This Stock Option Agreement dated as of September 4, 2015 (this "Agreement"), is between Tempur Sealy International, Inc., a corporation organized under the laws of the State of Delaware (the "Company"), and the individual identified below, residing at the address there set out (the "Optionee").

1. Grant of Option. Pursuant and subject to the Company's 2013 Equity Incentive Plan (as the same may be amended from time to time, the "Plan"), the Company grants to the Optionee an option (the "Option") to purchase from the Company all or any part of a total of 310,000 shares (the "Option Shares") of the Company's common stock, par value $0.01 per share (the "Stock"), at a price of $71.75 per share (the "Exercise Price"). The "Grant Date" of this Option is September 4, 2015.

2. Character of Option. This Option is not to be treated as an "incentive stock option" within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended.

3. Duration of Option. Subject to the next sentence, this Option shall expire at 11:59 p.m. (Lexington, KY local time) on the date immediately preceding the tenth anniversary of the Grant Date. However, this Option is subject to earlier termination as provided in Section 5 below.

4. Exercise of Option. Until the expiration of this Option pursuant to Section 3 or Section 5 of this Agreement, the Optionee may exercise it as to the number of Option Shares identified in the table below, in full or in part, at any time on or after the applicable exercise date or dates identified in the table. However, subject to Section 5 of this Agreement, during any period that this Option remains outstanding after the Optionee's employment with the Company and its Affiliates ends, the Optionee may exercise it only to the extent it was exercisable immediately prior to the end of the Optionee's employment.

Number of Shares in Each Installment	Initial Exercise Date for Shares in Installment
103,334	First Anniversary of Grant Date
103,333	Second Anniversary of Grant Date
103,333	Third Anniversary of Grant Date

Section 7.1(e) of the Plan sets forth the procedure for exercising this Option by paying cash or a check made payable to the order of the Company in an amount equal to the aggregate Exercise Price of the Stock to be purchased, or by delivering other shares of Stock of equivalent Market Value, provided the Optionee has owned such shares of Stock for at least six (6) months. The Optionee may also exercise this Option pursuant to a formal cashless exercise program as referred to in Section 7.1(e) of the Plan, subject to the terms and conditions referred to in Section 7.1(e) of the Plan.

5. Termination or Acceleration in Certain Cases. The Option shall be subject to early termination prior to the tenth anniversary of the Grant Date and accelerated vesting in certain circumstances, as described below. Notwithstanding anything contained in this Section 5 to the contrary, however, in no event shall the Option become or remain exercisable to any extent after the expiration date set forth in Section 3.

(a) By the Optionee's Voluntary Resignation Without Good Reason. If the Optionee's employment with the Company or its Affiliates is terminated by the Optionee's voluntary resignation without Good Reason, including by any Retirement that is not an Approved Retirement or the Optionee's other voluntary departure, (i) the Option shall remain exercisable for that number of Option Shares for which this Option shall have become exercisable pursuant to Section 4 above (i.e., the "vested" Option Shares) as of the date of such termination of employment through the last day of the three (3) month period commencing on the later of (y) the expiration of any applicable Blackout Period (as defined below) in which such termination of employment occurs and (z) the date of such termination of employment; and (ii) the Option Shares that have not yet become vested Option Shares pursuant to Section 4 above as of the date of such termination of employment shall irrevocably expire, and the Optionee shall have no right to purchase any such unvested Option Shares.

(b) Termination by the Company other than For Cause or By the Optionee for Good Reason. If the Optionee's employment with the Company or its Affiliates is terminated by the Company or an Affiliate, other than For Cause, or by the Optionee for Good Reason or by reason of Optionee's employer ceasing to be an Affiliate (in the absence of a Change of Control), the Option shall remain outstanding and be or become exercisable to the extent otherwise provided in Section 4 for a three (3) year period commencing on the date of such termination of employment; provided, that in the event the Optionee's employment is terminated prior to January 1, 2017, the number of Option Shares otherwise subject to the Option shall be pro-rated downward based on the actual number of full calendar months that elapsed since the Grant Date prior to such termination of employment, expressed as a fraction of the total months between the Grant Date and January 1, 2017. For example, if the Optionee is granted an Option to purchase 310,000 Option Shares on September 4, 2015 and Optionee's employment is terminated by the Company or any of its Affiliates other than For Cause on September 1, 2016, the Option Shares subject to the Option will be adjusted downward by 26.66% (to reflect that 11 total months have elapsed out of a total of 15) to total 227,333 Option Shares (and the number of previously unvested Option Shares that become vested Option Shares on each remaining anniversary of the Grant Date specified in Section 4 shall be correspondingly reduced as necessary to implement equal vesting amounts on each remaining anniversary of the Grant Date, subject to rounding to a whole share as necessary to avoid fractional shares vesting). No pro-ration shall be made to the Option Shares for a termination of employment described in this Section 5(b) that occurs after January 1, 2017, and the Option shall remain outstanding and be or become exercisable in accordance with the schedule provided in Section 4 for the three (3) year period commencing on the date of such termination of employment. Notwithstanding the foregoing, no Stock shall be issued and all of

Optionee's rights to the Option and the Option Shares hereunder shall be forfeited, expire and terminate unless (i) the Company shall have received a release of all claims from the Optionee in the form required by the Employment Agreement ("Release and Waiver") (and said Release and Waiver shall have become irrevocable in accordance with its terms) prior to the next anniversary of the Grant Date (or if earlier the deadline established in the form of release delivered by the Company to Optionee for execution) and (ii) the Optionee shall have complied with the covenants set forth in Section 10 of this Agreement.

(c) Termination by the Company For Cause. If the Company or any of its Affiliates terminates the Optionee's employment For Cause, the Option and all of the Option Shares (whether or not then vested) shall be forfeited and shall expire and terminate immediately as of the date of such termination of employment.

(d) Death or Long-Term Disability. If the Optionee dies or the Company or any of its Affiliates terminates the Optionee's employment due to the Optionee's long-term disability (within the meaning of Section 409A of the Code), all of the Option Shares that have not become vested Option Shares pursuant to Section 4 as of the date of death or such termination of employment shall immediately become vested Option Shares, and the Option shall remain outstanding and exercisable until the one (1) year anniversary of the date of Optionee's death or such termination of employment.

(e) Approved Retirement. In the event of the Optionee's Retirement, the Committee may consent to the continued vesting of the Option in accordance with the annual vesting schedule specified in Section 4 and the extended exercisability of the vested Option Shares until the earlier of (i) the three (3) year anniversary of the date on which the Option becomes fully vested, and (ii) the three (3) year anniversary of the date of such Retirement (an "Approved Retirement"); provided, that in the event the date of the Optionee's Approved Retirement occurs prior to January 1, 2017, the number of Option Shares otherwise subject to the Option shall be pro-rated downward based on the actual number of calendar months that elapsed since the Grant Date prior to such Approved Retirement (and, for the avoidance of doubt, in the event of an Approved Retirement no pro-ration shall be made to the Option Shares if the Approved Retirement is effective on or after January 1, 2017). Notwithstanding the foregoing, no Stock shall be issued and all of Optionee's rights to the Option and the Option Shares hereunder shall be forfeited, expire and terminate unless (i) the Company shall have received a Release and Waiver (and said Release and Waiver shall have become irrevocable in accordance with its terms) prior to the next anniversary of the Grant Date (or if earlier the deadline established in the form of release delivered by the Company to Optionee for execution) and (ii) the Optionee shall have complied with the covenants set forth in Section 10 of this Agreement. If the Committee shall for any reason decline to consent to continued vesting on the Recipient's Retirement, then the provisions of subsection (a) above shall instead apply.

(f) Change of Control. If a Change of Control occurs then Section 9(a) of the Plan shall apply to the Options and Option Shares.

(g) For the purposes of this Agreement:

(i) "Blackout Period" shall mean any period when employees are prohibited from making purchases and sales of the Company's securities.

(ii) "Change of Control" shall have the meaning set forth in the Plan, provided, that no event or transaction shall constitute a Change of Control for purposes of this Agreement unless it also qualifies as a change of control for purposes of Section 409A of the Code.

(iii) "Employee", "employment," "termination of employment" and "cease to be employed," and other words or phrases of similar import, shall mean the continued provision of substantial services to the Company or any of its Affiliates (or the cessation or termination of such services) whether as an employee, consultant or director.

(iv) "Employment Agreement" shall mean the Employment Agreement dated as of September 4, 2015, between the Company and the Optionee.

(v) "For Cause" shall have the meaning set forth in the Employment Agreement.

(vi) "Good Reason" shall mean have the meaning set forth in the Employment Agreement; and

(vii) "Retirement" shall have the meaning assigned to such term in the applicable retirement policy of the Company or its Affiliates as in effect at such time.

6. Transfer of Option. Except as provided in Section 6.4 of the Plan, neither this Option nor any Option Shares nor any rights hereunder to the underlying Stock may be transferred except by will or the laws of descent and distribution, and during the Optionee's lifetime, only the Optionee may exercise this Option.

7. Incorporation of Plan Terms. Except as otherwise provided herein in Section 5 above, this Option is granted subject to all of the applicable terms and provisions of the Plan, including but not limited to Section 8 of the Plan, "Adjustment Provisions", and the limitations on the Company's obligation to deliver Option Shares upon exercise set forth in Section 10 of the Plan, "Settlement of Awards". Capitalized terms used but not defined herein shall have the meaning assigned under the Plan.

8. Miscellaneous. This Agreement shall be construed and enforced in accordance with the laws of the State of Delaware, without regard to the conflict of laws principles thereof, and shall be binding upon and inure to the benefit of any successor or assign of the Company and any executor, administrator, trustee, guardian, or other legal representative of the Optionee. This Agreement may be executed in one or more counterparts all of which together shall constitute one instrument.

9. Tax Consequences.

(a) The Company makes no representation or warranty as to the tax treatment of this Option, including upon the exercise of this Option or upon the Optionee's sale or other disposition of the Option Shares. The Optionee should rely on his/her own tax advisors for such advice. Notwithstanding the foregoing, the Optionee and the Company hereby acknowledge that both the Optionee and the Company may be subject to certain obligations for tax withholdings, social security taxes and other applicable taxes associated with the vesting or exercise of the Options or the issuance of the Option Shares to the Optionee pursuant to this Agreement. The Optionee hereby affirmatively consents to the transfer between his or her employee and the Company of any and all personal information necessary for the Company and his employer to comply with its obligations.

(b) All amounts earned and paid pursuant to this Agreement are intended to be paid in compliance with, or on a basis exempt from, Section 409A of the Code. This Agreement, and all terms and conditions used herein, shall be interpreted and construed consistent with that intent. However, the Company does not warrant all such payments will be exempt from, or paid in compliance with, Section 409A. The Optionee bears the entire risk of any adverse federal, state or local tax consequences and penalty taxes which may result from payments made on a basis contrary to the provisions of Section 409A or comparable provisions of any applicable state or local income tax laws.

10. Certain Remedies.

(a) If at any time prior to the later of (y) the two (2) year period after termination of the Optionee's employment with the Company and its Affiliates, and (z) the period that includes the date (after a termination of Optionee's employment with the Company and its Affiliates) on which all of the Option Shares granted hereunder and capable of becoming vested Option Shares so become vested Option Shares (the last day of such later period being the "Covenant Termination Date"), any of the following occur:

(i) the Optionee unreasonably refuses to comply with lawful requests for cooperation made by the Company, its board of directors, or its Affiliates;

(ii) the Optionee accepts employment or a consulting or advisory engagement with (A) any Competitive Enterprise (as defined in Section 10(c)) of the Company or its Affiliates, or (B) any Significant Retailer (as defined in Section 10(d)), or the Optionee otherwise engages in competition with the Company or its Affiliates;

(iii) the Optionee acts against the interests of the Company and its Affiliates, including recruiting or employing, or encouraging or assisting the Optionee's new employer to recruit or employ an employee of the Company or any Affiliate without the Company's written consent;

(iv) the Optionee fails to protect and safeguard while in his/her possession or control, or surrender to the Company upon termination of the Optionee's employment with the Company or any Affiliate or such earlier time or times as the Company or its board of directors or any Affiliate may specify, all documents, records, tapes, disks and other media of every kind and description

relating to the business, present or otherwise, of the Company and its Affiliates and any copies, in whole or in part thereof, whether or not prepared by the Optionee;

(v) the Optionee solicits or encourages any person or enterprise with which the Optionee has had business-related contact, who has been a customer of the Company or any of its Affiliates, to terminate its relationship with any of them;

(vi) the Optionee takes any action or makes any statement, written or oral, that disparages the business, products, services or management of Company or its Affiliates, or any of their respective directors, officers, agents, or employees, or the Optionee takes any action that is intended to, or that does in fact, damage the business or reputation of the Company or its Affiliates, or the personal or business reputations of any of their respective directors, officers, agents, or employees, or that interferes with, impairs or disrupts the normal operations of the Company or its Affiliates; or

(vii) the Optionee breaches any confidentiality obligations the Optionee has to the Company or an Affiliate, the Optionee fails to comply with the policies and procedures of the Company or its Affiliates for protecting confidential information, the Optionee uses confidential information of the Company or its Affiliates for his/her own benefit or gain, or the Optionee discloses or otherwise misuses confidential information or materials of the Company or its Affiliates (except as required by applicable law); then

(1) this Option shall terminate and be cancelled effective as of the date on which the Optionee entered into such activity, unless terminated or cancelled sooner by operation of another term or condition of this Agreement or the Plan;

(2) any stock acquired and held by the Optionee pursuant to the exercise of this Option during the Applicable Period (as defined in Section 10(b) below) may be repurchased by the Company at a purchase price equal to the Exercise Price per share; and

(3) any gain realized by the Optionee from the sale of stock acquired through the exercise of this Option during the Applicable Period shall be paid by the Optionee to the Company.

(b) The term "Applicable Period" shall mean the period commencing on the later of the date of this Agreement or the date which is one (1) year prior to the Optionee's termination of employment with the Company or any Affiliate and ending on the Covenant Termination Date.

(c) The term "Competitive Enterprise" shall mean a business enterprise that engages in, or owns or controls a significant interest in, any entity that engages in, the manufacture, sale or distribution of mattresses or pillows or other bedding products or other products competitive with the Company's products. Competitive Enterprise shall include, but not be limited to, the entities set forth on Appendix A hereto, which may be amended by the Company from time to time upon notice to the Optionee. At any time the Optionee may request in writing that the Company make a determination whether a particular enterprise is a Competitive Enterprise.

Such determination will be made within fourteen (14) days after the receipt of sufficient information from the Optionee about the enterprise, and the determination will be valid for a period of ninety (90) days from the date of determination.

(d) The term "Significant Retailer" means those retailers identified in Appendix A under the heading "RETAILERS." The Optionee acknowledges that the Significant Retailers may now or in the future compete directly or indirectly with the Company, and that, whether or not a Significant Retailer competes directly with the Company, the Optionee because of his knowledge of the industry and his knowledge of confidential information about the Company's commercial relationships with many large retailers, including one or more of the Significant Retailers, could damage the Company's competitive position and business if he worked with a Significant Retailer in any of the capacities described above.

11. Right of Set Off. By executing this Agreement, the Optionee consents to a deduction from any amounts the Company or any Affiliate owes the Optionee from time to time, to the extent of the amounts the Optionee owes the Company under Section 10 above, provided that this set-off right may not be applied against wages, salary or other amounts payable to the Optionee to the extent that the exercise of such set-off right would violate any applicable law. If the Company does not recover by means of set-off the full amount the Optionee owes the Company, calculated as set forth above, the Optionee agrees to pay immediately the unpaid balance to the Company upon the Company's demand.

12. Nature of Remedies.

(a) The remedies set forth in Sections 10 and 11 above are in addition to any remedies available to the Company and its Affiliates in any non-competition, employment, confidentiality or other agreement, and all such rights are cumulative. The exercise of any rights hereunder or under any such other agreement shall not constitute an election of remedies.

(b) The Company shall be entitled to place a legend on any certificate evidencing any stock acquired upon exercise of this Option referring to the repurchase right set forth in Section 10(a) above. The Company shall also be entitled to issue stop transfer instructions to the Company's stock transfer agent in the event the Company believes that any event referred to in Section 10(a) has occurred or is reasonably likely to occur.

13. No Right to Employment. This Agreement does not give the Optionee any right to continue to be employed by the Company or any of its Affiliates, or limit, in any way, the right of the Company or any of its Affiliates to terminate the Optionee's employment, at any time, for any reason not specifically prohibited by law.

14. Clawback Policy. The Optionee acknowledges receipt of a copy of the Company's Clawback Policy, and acknowledges and agrees that any Option Shares issued under this Agreement shall be subject to the Clawback Policy or any amended version thereof, and any other clawback policy approved by the Company's Board of Directors.

[*Remainder of page intentionally left blank*]

In Witness Whereof, the parties have executed this Stock Option Agreement as of the date first above written.

TEMPUR SEALY INTERNATIONAL, INC.

By: /s/ Frank Doyle
Name: Frank Doyle
Title: Chairman of the Board of Directors

OPTIONEE

/s/ Scott Thompson
Scott Thompson
Optionee's Address: 2232 E 30 Pl

Tulsa, OK 74114

[*Signature Page to Stock Option Agreement*]

Appendix A

Competitive Enterprises of the Company and its Affiliates

Ace
AH Beard
Auping
Ashley Sleep
Boyd
Carpe Diem
Carpenter
Carolina Mattress
Cauval Group
Chaide & Chaide
Classic Sleep Products
Comforpedic
Comfort Solutions
COFEL group
De Rucci
Diamona
Doremo Octaspring
Dorelan
Dunlopillo
Duxiana
Eastborne
Eminflex
Englander
Flex Group of Companies
Foamex
France Bed
Future Foam
Harrisons
Hastens
Hilding Anders Group
Hypnos
IBC
KayMed
King Koil
Kingsdown
Lady Americana
Land and Sky
Leggett & Platt
Lo Monaco
Magniflex
Metzler
Myers

Optimo
Ortobom
Natura
Natures Rest
Park Place
Permaflex
Pikolin Group
Recticel Group
Relyon
Restonic
Rosen
Rowe
Sapsa Bedding
Select Comfort
Serta and any direct or indirect parent company
Silentnight
Simmons Company/Beautyrest and any direct or indirect parent company
Sleepmaker
Spring Air
Sterling
Stobel
Swiss Comfort
Swiss Sense
Therapedic

RETAILERS

Ashley
Innovative Mattress Solutions
Mattress Firm
Sleepy’s
Wayfair

TEMPUR SEALY INTERNATIONAL, INC.
2013 EQUITY INCENTIVE PLAN

Restricted Stock Unit Award Agreement

(Scott Thompson)

This Restricted Stock Unit Award Agreement (this "Agreement"), dated as of September 4, 2015, is between Tempur Sealy International, Inc., a corporation organized under the laws of the State of Delaware (the "Company"), and the individual identified below, residing at the address there set out (the "Recipient").

1. Award of Restricted Stock Units. Pursuant and subject to the Company's 2013 Equity Incentive Plan (as the same may be amended from time to time, the "Plan"), the Company grants the Recipient an award (the "Award") for 118,000 restricted stock units ("Restricted Stock Units"), each representing the right to a share of the common stock, par value $0.01 per share, of the Company (the "Stock") on and subject to the terms and conditions of this Agreement. This Award is granted as of September 4, 2015 (the "Grant Date") and is not intended to qualify as a Qualified Performance-Based Award.

2. Rights of Restricted Stock Units. The Recipient will receive no dividend equivalent payments on the Restricted Stock Units or with respect to the Stock. Unless and until the vesting conditions of the Award have been satisfied and the Recipient has received the shares of Stock in accordance with the terms and conditions described herein, the Recipient shall have none of the attributes of ownership with respect to such shares of Stock.

3. Vesting Period and Rights; Taxes; and Filings.

(a) Vesting Period and Rights. The Award will vest in three equal installments on the first three anniversaries of the Grant Date (each "Vesting Date"), unless the Award terminates or vests earlier in accordance with Section 4 or 5 hereof. Subject to the provisions of Sections 4 and 5 below, any vesting is subject to the Recipient continuing to be employed by the Company or an Affiliate of the Company on the applicable Vesting Date. Any Restricted Stock Units that have been vested as described above are referred to herein as "Vested RSUs".

(b) Taxes. The Recipient is required to provide sufficient funds to pay all withholding taxes. Pursuant to the Plan, the Company shall have the right to require the Recipient to remit to the Company an amount sufficient to satisfy federal, state, local or other withholding tax requirements if, when, and to the extent required by law (whether so required to secure for the Company an otherwise available tax deduction or otherwise) attributable to the Award awarded under this Agreement, including without limitation, the award or lapsing of stock restrictions on the Award. The obligations of the Company under this Agreement shall be conditional on satisfaction of all such withholding obligations and the Company shall, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to the Recipient. However, in such cases Recipient may elect, subject to any reasonable administrative procedures for timely compliance established by the Committee, to satisfy an applicable

withholding requirement, in whole or in part, by having the Company withhold a portion of the shares of Stock to be issued under the Award to satisfy the Recipient's tax obligations. The Recipient may only elect to have shares of Stock withheld having a Market Value on the date the tax is to be determined equal to the minimum statutory total withholding taxes arising upon the vesting of the Award. If the Recipient has not submitted an election on or before the thirtieth (30) day prior to a Vesting Date, Recipient shall be deemed to have elected to have shares withheld from the Shares of Stock to be issued under the Award to satisfy the Recipient's tax obligation. All elections shall be irrevocable, made in writing, signed by the Recipient, and shall be subject to any restrictions or limitations that the Committee deems appropriate.

(c) Filings. The Recipient is responsible for any filings required under Section 16 of the Securities Exchange Act of 1934 and the rules thereunder.

4. Termination of Employment. If the Recipient's employment with the Company or an Affiliate of the Company terminates prior to the third anniversary of the Grant Date, including because the Recipient's employer ceases to be an Affiliate, the right to the Restricted Stock Units and the Stock shall be as follows:

(a) Death. If the Recipient dies, the Restricted Stock Units granted hereunder will vest immediately and the person or persons to whom the Recipient's rights shall pass by will or the laws of descent and distribution shall be entitled to receive all of the Stock with respect thereto, subject to paragraph (g) below.

(b) Long-Term Disability. If the Company or an Affiliate of the Company terminates the Recipient's employment for long-term disability (within the meaning of Section 409A of the Code), the Restricted Stock Units granted hereunder will vest immediately and Recipient shall be entitled to receive all of the Stock with respect thereto, subject to paragraph (g) below.

(c) By the Company For Cause or By the Recipient Without Good Reason. If the Recipient ceases to be an employee of the Company or an Affiliate of the Company due to the Recipient's termination by the Company or such Affiliate For Cause or if the Recipient resigns or otherwise terminates his employment without Good Reason, including by any Retirement that is not an Approved Retirement or the Recipient's voluntary departure, the Recipient's right to such Restricted Stock Units and the Stock granted hereunder shall be forfeited, no Stock shall be issued and the Restricted Stock Units shall be cancelled. The terms "For Cause", "Good Reason", "Retirement" and "Approved Retirement" are defined below.

(d) By the Company Other Than For Cause or By the Recipient for Good Reason. If the Recipient ceases to be an employee of the Company or an Affiliate of the Company due to the Recipient's termination by the Company or such Affiliate other than For Cause, by his resignation for Good Reason, or due to Recipient's employer ceasing to be an Affiliate (in the absence of a Change of Control), (i) if the termination of employment occurs on or after December 31, 2016, then the Employee shall be entitled to receive all the Restricted Stock Units, as and when they become vested on the applicable Vesting Date and subject to paragraph (g), and (ii) if the termination of employment occurs before December 31, 2016, then the Employee shall be entitled to retain all

previously Vested RSUs and a pro rata portion of the Restricted Stock Units will continue to vest (in equal installments over the remaining Vesting Dates), subject to the provisions of Section 3(b) and subject to paragraph (g), such that the total number of Restricted Stock Units that have vested and will continue to vest equals the total number granted multiplied by a fraction, the numerator of which is the number of full months that have elapsed since the Grant Date and prior to the date that employment ends, and the denominator of which is 15 months, and the balance shall be cancelled and no Stock issued therefor. For this purpose, "pro rata portion" means (i) the number of Restricted Stock Units granted multiplied by the actual number of full calendar months that have elapsed since the Grant Date to the date of termination, and then divided by 15, less (ii) the number of Restricted Stock Units already vested. Notwithstanding the foregoing, no Stock shall be issued and all of Recipient's rights to the Restricted Stock Units and the Stock hereunder shall be forfeited, expire and terminate unless (i) the Company shall have received a release of all claims from the Recipient in the form required pursuant to the Employment Agreement ("Release and Waiver") (and said Release and Waiver shall have become irrevocable in accordance with its terms) prior to the next applicable Vesting Date (or if earlier, the deadline established in the form of Release and Waiver delivered by the Company to Recipient for execution) and (ii) the Recipient shall have complied with the covenants set forth in Section 10 of this Agreement.

(e) Approved Retirement. In the event of the Recipient's Retirement, the Committee may consent to the continued vesting of a pro-rata portion of the Restricted Stock Units on the remaining Vesting Dates (an "Approved Retirement") and the balance shall be cancelled and no Stock issued therefor. For this purpose, "pro-rata portion" means (i) the number of Restricted Stock Units granted multiplied by the actual number of full calendar months that elapsed from the Grant Date to the date of such Approved Retirement and then divided by 36 less (ii) the number of Restricted Stock Units already vested. Notwithstanding the foregoing, no Stock shall be issued and all of Recipient's rights to the Restricted Stock Units and Stock hereunder shall be forfeited, expire and terminate unless (i) the Company shall have received a Release and Waiver from the Recipient (and said Release and Waiver shall have become irrevocable in accordance with its terms) prior to the next applicable Vesting Date (or if earlier, the deadline established in the form of release delivered by the Company to Recipient for execution) and (ii) the Recipient shall have complied with the covenants set forth in Section 10 of this Agreement. If the Committee shall for any reason decline to consent to continued vesting on the Recipient's Retirement, then the provisions of subsection (c) above shall instead apply.

(f) Definitions. As used in this Agreement:

(i) "Change of Control" shall have the meaning set forth in the Plan, provided, that no event or transaction shall constitute a Change of Control for purposes of this Agreement unless it also qualifies as a change of control for purposes of Section 409A of the Code;

(ii) "Employee", "employment", "termination of employment" and "cease to be employed," and other words or phrases of similar import, shall mean the continued provision of substantial services to the Company or any of its Affiliates (or the cessation or termination of such services) whether as an employee, consultant or director.

(iii) "For Cause" shall have the meaning assigned to such term in the Employment Agreement;

(iv) "Good Reason" shall have the meaning assigned to such term in the Employment Agreement; and

(v) "Retirement" shall have the meaning assigned to such term in the applicable retirement policy of the Company or its Affiliates as in effect at such time

(g) Payment. In all cases, payment (i.e., issuance of the Stock) with respect to any Vested RSUs shall be made promptly and, in any event, within twenty (20) days following the applicable Vesting Date or the date of any accelerated vesting as described in Section 4(a), Section 4(b) or 4(d) above; provided however, notwithstanding anything in this Agreement to the contrary, in no event will any payment (i.e. issuance of the Stock) be made until the 30th day after the termination of the Recipient's employment with the Company and its Affiliates. For this purpose, Restricted Stock Units continuing to vest on account of (i) a termination of employment by the Company or its Affiliates other than For Cause, (ii) Recipient's resignation for Good Reason, (iii) Recipient's employer ceasing to be an Affiliate (in the absence of a Change of Control) or (iv) an Approved Retirement, shall continue to vest as provided above only if the Company has received the required Release and Waiver, but delivery of the Stock on or after the next applicable Vesting Date pursuant to this paragraph (g) shall not obviate the need to comply with the covenants contained in Section 10 until the Covenant Termination Date in order to retain the Stock then delivered. If the Recipient remains employed with the Company or its Affiliates after the third anniversary of the Grant Date, at the request of the Recipient, the Company and the Recipient will reasonably cooperate to provide the Recipient an opportunity to convert the Vested RSUs into an unsecured commitment by the Company to pay cash plus interest at a fixed rate rather than stock (subject to the Recipient otherwise remaining in compliance with the Company's stock ownership guidelines), provided that the Company would not be required to take any such action that creates adverse tax or accounting impacts for the Company or creates any issues for the Company under any of its credit agreements, indentures or other financing documents. In addition, and notwithstanding the foregoing or anything contained in this Agreement to the contrary, in the event that the Recipient is determined to be a "specified employee" (as defined in Section 409A of the Code) of the Company at a time when its stock is deemed to be publicly traded on an established securities market, payments determined to be "nonqualified deferred compensation" and that are payable as a result of the Recipient's termination of employment shall be made no earlier than the first day of the seventh calendar month following such termination of employment, consistent with the provisions of Section 409A of the Code.

5. Change of Control Provisions. Pursuant to the Change of Control provisions of Section 9 of the Plan and notwithstanding anything herein to the contrary if a Change of Control occurs, this Agreement shall remain in full force and effect in accordance with its terms subject to the following. In the event of such Change of Control:

(a) if the Recipient's employment is terminated by the Company or an Affiliate of the Company other than For Cause or if the Recipient resigns for Good Reason within twelve (12) months after the occurrence of a Change of Control, all of the Recipient's

Restricted Stock Units shall immediately vest as of such date and Recipient shall be entitled to receive all of the Stock promptly and, in any event, within twenty (20) days after the date of such termination of employment; and

(b) if the Restricted Stock Units are not assumed, converted or replaced by a successor organization following such Change of Control, all of the Recipient's Restricted Stock Units shall immediately vest as of such date and Recipient shall be entitled to receive all of the Stock promptly and, in any event, within twenty (20) days after the date of the Change of Control.

(c) The Company (or any successor organization) may require the Recipient to enter into a restricted stock unit award agreement that replaces this Agreement and reflects the terms described above.

6. Other Provisions.

(a) This Award of Restricted Stock Units does not give the Recipient any right to continue to be employed by the Company or any of its Affiliates, or limit, in any way, the right of the Company or its Affiliates to terminate the Recipient's employment, at any time, for any reason not specifically prohibited by law.

(b) The Company is not liable for the non-issuance or non-transfer, nor for any delay in the issuance or transfer of any shares of Stock due to the Recipient upon the Vesting Date (or, if vesting of the Restricted Stock Units is accelerated pursuant to Section 4 or 5, such earlier date) with respect to vested Restricted Stock Units which results from the inability of the Company to obtain, from each regulatory body having jurisdiction, all requisite authority to issue or transfer shares of common stock of the Company if counsel for the Company deems such authority necessary for the lawful issuance or transfer of any such shares. Acceptance of this Award constitutes the Recipient's agreement that the shares of Stock subsequently acquired hereunder, if any, will not be sold or otherwise disposed of by the Recipient in violation of any applicable securities laws or regulations.

(c) The Award, the Restricted Stock Units and entitlement to the Stock are subject to this Agreement and Recipient's acceptance hereof shall constitute the Recipient's agreement to any administrative regulations of the Committee of the Board. In the event of any inconsistency between this Agreement and the provisions of the Plan, the provisions of the Plan shall prevail.

(d) All decisions of the Committee upon any questions arising under the Plan or under these terms and conditions shall be conclusive and binding, including, without limitation, those decisions and determinations to adjust the Restricted Stock Units made by the Committee pursuant to the authority granted under Section 8.4(d) of the Plan.

(e) Except as provided in Section 6.4 of the Plan, no right hereunder related to the Award or these Restricted Stock Units and no rights hereunder to the underlying Stock shall be transferable (except by will or the laws of descent and distribution) until such time, if ever, that the Stock is earned and delivered.

7. Incorporation of Plan Terms. This Award is granted subject to all of the applicable terms and provisions of the Plan, including but not limited to Section 8 of the Plan, "Adjustment Provisions", and the limitations on the Company's obligation to deliver Stock upon vesting set forth in Section 10 of the Plan, "Settlement of Awards". Capitalized terms used but not defined herein shall have the meaning assigned under the Plan. In the event of any conflict between the terms of this Agreement and the terms of the Plan, the provisions of the Plan shall control.

8. Miscellaneous. This Agreement shall be construed and enforced in accordance with the laws of the State of Delaware, without regard to the conflict of laws principles thereof and shall be binding upon and inure to the benefit of any successor or assign of the Company and any executor, administrator, trustee, guardian, or other legal representative of the Recipient. This Agreement may be executed in one or more counterparts all of which together shall constitute one instrument.

9. Tax Consequences.

(a) The Company makes no representation or warranty as to the tax treatment of this Award, including upon the issuance of the Stock or upon the Recipient's sale or other disposition of the Stock. The Recipient should rely on his own tax advisors for such advice. Notwithstanding the foregoing, the Recipient and the Company hereby acknowledge that both the Recipient and the Company may be subject to certain obligations for tax withholdings, social security taxes and other applicable taxes associated with the vesting of the Restricted Stock Units or the Stock by the Recipient pursuant to this Agreement. The Recipient hereby affirmatively consents to the transfer between his or her employer and the Company of any and all personal information necessary for the Company and his employer to comply with its obligations.

(b) All amounts earned and paid pursuant to this Agreement are intended to be paid in compliance with, or on a basis exempt from, Section 409A of the Code. This Agreement, and all terms and conditions used herein, shall be interpreted and construed consistent with that intent. However, the Company does not warrant all such payments will be exempt from, or paid in compliance with, Section 409A. The Recipient bears the entire risk of any adverse federal, state or local tax consequences and penalty taxes which may result from payments made on a basis contrary to the provisions of Section 409A or comparable provisions of any applicable state or local income tax laws.

10. Certain Remedies.

(a) If at any time prior to the later of (y) the last day of the two (2) year period after termination of the Recipient's employment with the Company and its Affiliates and (z) the last Vesting Date (the later of such days being the "Covenant Termination Date"), any of the following occur:

(i) the Recipient unreasonably refuses to comply with lawful requests for cooperation made by the Company, its board of directors, or its Affiliates;

(ii) the Recipient accepts employment or a consulting or advisory engagement with (A) any Competitive Enterprise (as defined in Section 10(c)) of the Company or its Affiliates, or (B) any Significant Retailer (as defined in Section 10(d)), or the Recipient otherwise engages in competition with the Company or its Affiliates;

(iii) the Recipient acts against the interests of the Company and its Affiliates, including recruiting or employing, or encouraging or assisting the Recipient's new employer to recruit or employ an employee of the Company or any Affiliate without the Company's written consent;

(iv) the Recipient fails to protect and safeguard while in his possession or control, or surrender to the Company upon termination of the Recipient's employment with the Company or any Affiliate or such earlier time or times as the Company or its board of directors or any Affiliate may specify, all documents, records, tapes, disks and other media of every kind and description relating to the business, present or otherwise, of the Company and its Affiliates and any copies, in whole or in part thereof, whether or not prepared by the Recipient;

(v) the Recipient solicits or encourages any person or enterprise with which the Recipient has had business-related contact, who has been a customer of the Company or any of its Affiliates, to terminate its relationship with any of them;

(vi) the Recipient takes any action or makes any statement, written or oral, that disparages the business, products, services or management of Company or its Affiliates, or any of their respective directors, officers, agents, or employees, or the Recipient takes any action that is intended to, or that does in fact, damage the business or reputation of the Company or its Affiliates, or the personal or business reputations of any of their respective directors, officers, agents, or employees, or that interferes with, impairs or disrupts the normal operations of the Company or its Affiliates; or

(vii) the Recipient breaches any confidentiality obligations the Recipient has to the Company or an Affiliate, the Recipient fails to comply with the policies and procedures of the Company or its Affiliates for protecting confidential information, the Recipient uses confidential information of the Company or its Affiliates for his own benefit or gain, or the Recipient discloses or otherwise misuses confidential information or materials of the Company or its Affiliates (except as required by applicable law); then

(1) this Award shall terminate and be cancelled effective as of the date on which the Recipient entered into such activity, unless terminated or cancelled sooner by operation of another term or condition of this Agreement or the Plan;

(2) any Stock acquired and held by the Recipient pursuant to the Award during the Applicable Period (as defined below) may be repurchased by the Company at a purchase price of $0.01 per share; and

(3) any after-tax proceeds realized by the Recipient from the sale of Stock acquired through the Award during the Applicable Period shall be paid by the Recipient to the Company.

(b) The term "Applicable Period" shall mean the period commencing on the later of the date of this Agreement or the date which is one (1) year prior to the Recipient's termination of employment with the Company or any Affiliate and ending on the Covenant Termination Date.

(c) The term "Competitive Enterprise" shall mean a business enterprise that engages in, or owns or controls a significant interest in, any entity that engages in, the manufacture, sale or distribution of mattresses or pillows or other bedding products or other products competitive with the Company's products. Competitive Enterprise shall include, but not be limited to, the entities set forth on Appendix A hereto, which may be amended by the Company from time to time upon notice to the Recipient. At any time the Recipient may request in writing that the Company make a determination whether a particular enterprise is a Competitive Enterprise. Such determination will be made within fourteen (14) days after the receipt of sufficient information from the Recipient about the enterprise, and the determination will be valid for a period of ninety (90) days from the date of determination.

(d) The term "Significant Retailer" means those retailers identified in Appendix A under the heading "RETAILERS." The Recipient acknowledges that the Significant Retailers may now or in the future compete directly or indirectly with the Company, and that, whether or not a Significant Retailer competes directly with the Company, the Recipient because of his knowledge of the industry and his knowledge of confidential information about the Company's commercial relationships with many large retailers, including one or more of the Significant Retailers, could damage the Company's competitive position and business if he worked with a Significant Retailer in any of the capacities described above.

11. Right of Set Off. By executing this Agreement, the Recipient consents to a deduction from any amounts the Company or any Affiliate owes the Recipient from time to time, to the extent of the amounts the Recipient owes the Company under Section 10 above, provided that this set-off right may not be applied against wages, salary or other amounts payable to the Recipient to the extent that the exercise of such set-off right would violate any applicable law. If the Company does not recover by means of set-off the full amount the Recipient owes the Company, calculated as set forth above, the Recipient agrees to pay immediately the unpaid balance to the Company upon the Company's demand.

12. Nature of Remedies.

(a) The remedies set forth in Sections 10 and 11 above are in addition to any remedies available to the Company and its Affiliates in any non-competition, employment, confidentiality or other agreement, and all such rights are cumulative. The exercise of any rights hereunder or under any such other agreement shall not constitute an election of remedies.

(b) The Company shall be entitled to place a legend on any certificate evidencing any Stock acquired upon vesting of this Award referring to the repurchase right set forth in Section 10(a) above. The Company shall also be entitled to issue stop transfer instructions to the Company's stock transfer agent in the event the Company believes that any event referred to in Section 10(a) has occurred or is reasonably likely to occur.

13. Clawback Policy. The Recipient acknowledges receipt of a copy of the Company's Clawback Policy, and acknowledges and agrees that the shares of Stock issuable under this Agreement shall be subject to the Clawback Policy or any amended version thereof, and any other clawback policy approved by the Company's Board of Directors.

[*Remainder of page intentionally left blank*]

In Witness Whereof, the parties have executed this Restricted Stock Unit Award Agreement as a sealed instrument as of the date first above written.

TEMPUR SEALY INTERNATIONAL INC.

By: /s/ Frank Doyle
Name: Frank Doyle
Title: Chairman of the Board of Directors

RECIPIENT

/s/ Scott Thompson
Recipient signature

Scott Thompson
Name of Recipient

Appendix A

Competitive Enterprises of the Company and its Affiliates

Ace
AH Beard
Auping
Ashley Sleep
Boyd
Carpe Diem
Carpenter
Carolina Mattress
Cauval Group
Chaide & Chaide
Classic Sleep Products
Comforpedic
Comfort Solutions
COFEL group
De Rucci
Diamona
Doremo Octaspring
Dorelan
Dunlopillo
Duxiana
Eastborne
Eminflex
Englander
Flex Group of Companies
Foamex
France Bed
Future Foam
Harrisons
Hastens
Hilding Anders Group
Hypnos
IBC
KayMed
King Koil
Kingsdown
Lady Americana
Land and Sky
Leggett & Platt
Lo Monaco
Magniflex
Metzler
Myers

Optimo
Ortobom
Natura
Natures Rest
Park Place
Permaflex
Pikolin Group
Recticel Group
Relyon
Restonic
Rosen
Rowe
Sapsa Bedding
Select Comfort
Serta and any direct or indirect parent company
Silentnight
Simmons Company/Beautyrest and any direct or indirect parent company
Sleepmaker
Spring Air
Sterling
Stobel
Swiss Comfort
Swiss Sense
Therapedic

RETAILERS

Ashley
Innovative Mattress Solutions
Mattress Firm
Sleepy’s
Wayfair

TEMPUR SEALY INTERNATIONAL, INC.
2013 EQUITY INCENTIVE PLAN

Matching Performance Restricted Stock Unit Award Agreement

(Scott Thompson)

This Matching Performance Restricted Stock Unit Award Agreement (this "Agreement"), dated as of September 4, 2015, is between Tempur Sealy International, Inc., a corporation organized under the laws of the State of Delaware (the "Company"), and the individual identified below, residing at the address there set out (the "Recipient").

1. Award of Restricted Stock Units. Pursuant and subject to the Company's 2013 Equity Incentive Plan (as the same may be amended from time to time, the "Plan"), the Company grants the Recipient an award (the "Award") for 69,686 restricted stock units ("Performance Restricted Stock Units"), each representing the right to a share of the common stock, par value $0.01 per share, of the Company (the "Stock") on and subject to the terms and conditions of this Agreement. This Award is granted as of September 4, 2015 (the "Grant Date") and is intended to qualify as a Qualified Performance-Based Award.

This Agreement is entered into pursuant to Section 2.3 of the Employment Agreement, dated as of September 4, 2015 (the "Employment Agreement") between the Company and the Recipient. Pursuant to the Employment Agreement, the Company and the Recipient are entering into a Subscription Agreement, dated the date hereof, pursuant to which the Recipient has agreed to purchase, and the Company has agreed to sell 69,686 shares of Stock. The shares of Stock described above are referred to herein as the "Purchased Shares". In the event that the Recipient fails to purchase the Purchased Shares when required under the Subscription Agreement and such failure continues for 5 days, then this Agreement shall terminate and all the Performance Restricted Stock Units will be forfeited.

2. Rights of Performance Restricted Stock Units. The Recipient will receive no dividend equivalent payments on the Performance Restricted Stock Units or with respect to the Stock. Unless and until the vesting conditions of the Award have been satisfied and the Recipient has received the shares of Stock in accordance with the terms and conditions described herein, the Recipient shall have none of the attributes of ownership with respect to such shares of Stock.

3. Vesting Period and Rights; Taxes; and Filings.

(a) Vesting Period and Rights. The Award will vest in three equal installments on the first three anniversaries of the Grant Date (each "Vesting Date"), unless the Award terminates or vests earlier in accordance with paragraph (c) or paragraph (d) below or Section 4 or 5 hereof. Subject to the provisions of Sections 4 and 5 below, any vesting is subject to the Recipient continuing to be employed by the Company or an Affiliate of the Company on the applicable Vesting Date. Any Performance Restricted Stock Units that have been vested as described above are referred to herein as "Vested PRSUs".

(b) Taxes. The Recipient is required to provide sufficient funds to pay all withholding taxes. Pursuant to the Plan, the Company shall have the right to require the Recipient to remit to the Company an amount sufficient to satisfy federal, state, local or other withholding tax requirements if, when, and to the extent required by law (whether so required to secure for the Company an otherwise available tax deduction or otherwise) attributable to the Award awarded under this Agreement, including without limitation, the award or lapsing of stock restrictions on the Award. The obligations of the Company under this Agreement shall be conditional on satisfaction of all such withholding obligations and the Company shall, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to the Recipient. However, in such cases Recipient may elect, subject to any reasonable administrative procedures for timely compliance established by the Committee, to satisfy an applicable withholding requirement, in whole or in part, by having the Company withhold a portion of the shares of Stock to be issued under the Award to satisfy the Recipient's tax obligations. The Recipient may only elect to have shares of Stock withheld having a Market Value on the date the tax is to be determined equal to the minimum statutory total withholding taxes arising upon the vesting of the Award. If the Recipient has not submitted an election on or before the thirtieth (30) day prior to a Vesting Date, Recipient shall be deemed to have elected to have shares withheld from the Shares of Stock to be issued under the Award to satisfy the Recipient's tax obligation. All elections shall be irrevocable, made in writing, signed by the Recipient, and shall be subject to any restrictions or limitations that the Committee deems appropriate.

(c) Forfeitures on Sale of Purchased Shares. If, at any time prior to the third anniversary of the Grant Date, the Recipient directly or indirectly sells or otherwise transfers any interest in any of the Purchased Shares, other than Permitted Transfers, then all Performance Restricted Stock Units that have not become Vested PRSUs shall terminate immediately and be forfeited. As used herein, "Permitted Transfers" shall mean any bona fide transfer for estate planning purposes approved in advance by the Compensation Committee of the Board of Directors of the Company (the "Committee").

(d) Performance Condition for Vesting. Notwithstanding anything in this Agreement to the contrary, if the Company does not have positive Adjusted EBITDA for 2016, then all Performance Restricted Stock Units (whether or not Vested PRSUs) shall terminate immediately and be forfeited. The calculation of Adjusted EBITDA is described in Appendix B hereto.

(e) Filings. The Recipient is responsible for any filings required under Section 16 of the Securities Exchange Act of 1934 and the rules thereunder.

4. Termination of Employment. If the Recipient's employment with the Company or an Affiliate of the Company terminates prior to the third anniversary of the Grant Date, including because the Recipient's employer ceases to be an Affiliate, the right to the Performance Restricted Stock Units and the Stock shall be as follows:

(a) Death. If the Recipient dies, the Restricted Stock Units granted hereunder will vest immediately and the person or persons to whom the Recipient's rights shall pass by will or the laws of descent and distribution shall be entitled to receive all of the Stock with respect thereto, subject to meeting the performance test in Section 3(d).

(b) Long-Term Disability. If the Company or an Affiliate of the Company terminates the Recipient's employment for long-term disability (within the meaning of Section 409A of the Code), the Performance Restricted Stock Units granted hereunder will vest immediately and Recipient shall be entitled to receive all of the Stock with respect thereto, subject to meeting the performance test in Section 3(d).

(c) By the Company For Cause or By the Recipient Without Good Reason. If the Recipient ceases to be an employee of the Company or an Affiliate of the Company due to the Recipient's termination by the Company or such Affiliate For Cause or if the Recipient resigns or otherwise terminates his employment without Good Reason, including by any Retirement that is not an Approved Retirement or the Recipient's voluntary departure, the Recipient's right to such Performance Restricted Stock Units and the Stock granted hereunder shall be forfeited, no Stock shall be issued and the Restricted Stock Units shall be cancelled. The terms "For Cause", "Good Reason", "Retirement" and "Approved Retirement" are defined below.

(d) By the Company Other Than For Cause or By the Recipient for Good Reason. If the Recipient ceases to be an employee of the Company or an Affiliate of the Company due to the Recipient's termination by the Company or such Affiliate other than For Cause, by his resignation for Good Reason, or due to Recipient's employer ceasing to be an Affiliate (in the absence of a Change of Control), then subject to meeting the performance test in Section 3(d), the Employee shall be entitled to receive all the Performance Restricted Stock Units, as and when they become vested on the applicable Vesting Date. Notwithstanding the foregoing, no Stock shall be issued and all of Recipient's rights to the Performance Restricted Stock Units and the Stock hereunder shall be forfeited, expire and terminate unless (i) the Company shall have received a release of all claims from the Recipient in the form required pursuant to the Employment Agreement ("Release and Waiver") (and said Release and Waiver shall have become irrevocable in accordance with its terms) prior to the next applicable Vesting Date (or if earlier, the deadline established in the form of release delivered by the Company to Recipient for execution) and (ii) the Recipient shall have complied with the covenants set forth in Section 10 of this Agreement.

(e) Approved Retirement. In the event of the Recipient's Retirement, the Committee may consent to the continued vesting of a pro-rata portion of the Performance Restricted Stock Units on the remaining Vesting Dates (an "Approved Retirement") and the balance shall be cancelled and no Stock issued therefor. For this purpose, "pro-rata portion" means (i) the number of Performance Restricted Stock Units granted multiplied by the actual number of full calendar months that elapsed from the Grant Date to the date of such Approved Retirement and then divided by 36 less (ii) the number of Performance Restricted Stock Units already vested. Notwithstanding the foregoing, no Stock shall be issued and all of Recipient's rights to the Performance Restricted Stock Units and Stock hereunder shall be forfeited, expire and terminate unless (i) the Company shall have received a Release and Waiver from the Recipient (and said Release and Waiver shall have become irrevocable in accordance with its terms) prior to the next applicable Vesting Date (or if earlier, the deadline established in the form of release delivered by the Company to Recipient for execution)

and (ii) the Recipient shall have complied with the covenants set forth in Section 10 of this Agreement. If the Committee shall for any reason decline to consent to continued vesting on the Recipient's Retirement, then the provisions of subsection (c) above shall instead apply.

(f) Definitions. As used in this Agreement:

(i) "Change of Control" shall have the meaning set forth in the Plan, provided, that no event or transaction shall constitute a Change of Control for purposes of this Agreement unless it also qualifies as a change of control for purposes of Section 409A of the Code;

(ii) "Employee", "employment", "termination of employment" and "cease to be employed," and other words or phrases of similar import, shall mean the continued provision of substantial services to the Company or any of its Affiliates (or the cessation or termination of such services) whether as an employee, consultant or director.

(iii) "For Cause" shall have the meaning assigned to such term in the Employment Agreement;

(iv) "Good Reason" shall have the meaning assigned to such term in the Employment Agreement; and

(v) "Retirement" shall have the meaning assigned to such term in the applicable retirement policy of the Company or its Affiliates as in effect at such time.

(g) Payment. In all cases, payment (i.e., issuance of the Stock) with respect to any Vested PRSUs shall be made promptly and, in any event, within twenty (20) days following the later of (x) the applicable Vesting Date or the date of any accelerated vesting as described in Section 4(a), Section 4(b) or Section 4(d) above and (y) the determination of whether the performance goal in Section 3(d) has been met. For this purpose, Performance Restricted Stock Units continuing to vest on account of (i) a termination of employment by the Company or its Affiliates other than For Cause, (ii) Recipient's resignation for Good Reason, (iii) Recipient's employer ceasing to be an Affiliate (in the absence of a Change of Control) or (iv) an Approved Retirement, shall continue to vest as provided above only if the Company has received the required Release and Waiver, but delivery of the Stock on or after the next applicable Vesting Date pursuant to this paragraph (g) shall not obviate the need to comply with the covenants contained in Section 10 until the Covenant Termination Date in order to retain the Stock then delivered.

5. Change of Control Provisions. Pursuant to the Change of Control provisions of Section 9 of the Plan and notwithstanding anything herein to the contrary if a Change of Control occurs, this Agreement shall remain in full force and effect in accordance with its terms subject to the following. In the event of such Change of Control:

(a) if the Recipient's employment is terminated by the Company or an Affiliate of the Company other than For Cause or if the Recipient resigns for Good Reason within twelve (12) months after the occurrence of a Change of Control, all of the Recipient's

Performance Restricted Stock Units shall immediately vest as of such date and Recipient shall be entitled to receive all of the Stock promptly and, in any event, within twenty (20) days after the date of such termination of employment; and

(b) if the Performance Restricted Stock Units are not assumed, converted or replaced by a successor organization following such Change of Control, all of the Recipient's Performance Restricted Stock Units shall immediately vest as of such date and Recipient shall be entitled to receive all of the Stock promptly and, in any event, within twenty (20) days after the date of the Change of Control.

(c) The Company (or any successor organization) may require the Recipient to enter into a restricted stock unit award agreement that replaces this Agreement and reflects the terms described above.

6. Other Provisions.

(a) This Award of Performance Restricted Stock Units does not give the Recipient any right to continue to be employed by the Company or any of its Affiliates, or limit, in any way, the right of the Company or its Affiliates to terminate the Recipient's employment, at any time, for any reason not specifically prohibited by law.

(b) The Company is not liable for the non-issuance or non-transfer, nor for any delay in the issuance or transfer of any shares of Stock due to the Recipient upon the Vesting Date (or, if vesting of the Performance Restricted Stock Units is accelerated pursuant to Section 4 or 5, such earlier date) with respect to vested Performance Restricted Stock Units which results from the inability of the Company to obtain, from each regulatory body having jurisdiction, all requisite authority to issue or transfer shares of common stock of the Company if counsel for the Company deems such authority necessary for the lawful issuance or transfer of any such shares. Acceptance of this Award constitutes the Recipient's agreement that the shares of Stock subsequently acquired hereunder, if any, will not be sold or otherwise disposed of by the Recipient in violation of any applicable securities laws or regulations.

(c) The Award, the Performance Restricted Stock Units and entitlement to the Stock are subject to this Agreement and Recipient's acceptance hereof shall constitute the Recipient's agreement to any administrative regulations of the Committee of the Board. In the event of any inconsistency between this Agreement and the provisions of the Plan, the provisions of the Plan shall prevail.

(d) All decisions of the Committee upon any questions arising under the Plan or under these terms and conditions shall be conclusive and binding, including, without limitation, those decisions and determinations to adjust the Performance Restricted Stock Units made by the Committee pursuant to the authority granted under Section 8.4(d) of the Plan.

(e) Except as provided in Section 6.4 of the Plan, no right hereunder related to the Award or these Performance Restricted Stock Units and no rights hereunder to the underlying Stock shall be transferable (except by will or the laws of descent and distribution) until such time, if ever, that the Stock is earned and delivered.

7. Incorporation of Plan Terms. This Award is granted subject to all of the applicable terms and provisions of the Plan, including but not limited to Section 8 of the Plan, "Adjustment Provisions", and the limitations on the Company's obligation to deliver Stock upon vesting set forth in Section 10 of the Plan, "Settlement of Awards". Capitalized terms used but not defined herein shall have the meaning assigned under the Plan. In the event of any conflict between the terms of this Agreement and the terms of the Plan, the provisions of the Plan shall control.

8. Miscellaneous. This Agreement shall be construed and enforced in accordance with the laws of the State of Delaware, without regard to the conflict of laws principles thereof and shall be binding upon and inure to the benefit of any successor or assign of the Company and any executor, administrator, trustee, guardian, or other legal representative of the Recipient. This Agreement may be executed in one or more counterparts all of which together shall constitute one instrument.

9. Tax Consequences.

(a) The Company makes no representation or warranty as to the tax treatment of this Award, including upon the issuance of the Stock or upon the Recipient's sale or other disposition of the Stock. The Recipient should rely on his own tax advisors for such advice. Notwithstanding the foregoing, the Recipient and the Company hereby acknowledge that both the Recipient and the Company may be subject to certain obligations for tax withholdings, social security taxes and other applicable taxes associated with the vesting of the Restricted Stock Units or the Stock by the Recipient pursuant to this Agreement. The Recipient hereby affirmatively consents to the transfer between his or her employer and the Company of any and all personal information necessary for the Company and his employer to comply with its obligations.

(b) All amounts earned and paid pursuant to this Agreement are intended to be paid in compliance with, or on a basis exempt from, Section 409A of the Code. This Agreement, and all terms and conditions used herein, shall be interpreted and construed consistent with that intent. However, the Company does not warrant all such payments will be exempt from, or paid in compliance with, Section 409A. The Recipient bears the entire risk of any adverse federal, state or local tax consequences and penalty taxes which may result from payments made on a basis contrary to the provisions of Section 409A or comparable provisions of any applicable state or local income tax laws.

10. Certain Remedies.

(a) If at any time prior to the later of (y) the last day of the two (2) year period after termination of the Recipient's employment with the Company and its Affiliates and (z) the Vesting Date (the later of such days being the "Covenant Termination Date"), any of the following occur:

(i) the Recipient unreasonably refuses to comply with lawful requests for cooperation made by the Company, its board of directors, or its Affiliates;

(ii) the Recipient accepts employment or a consulting or advisory engagement with (A) any Competitive Enterprise (as defined in Section 10(c)) of the Company or its Affiliates, or (B) any Significant Retailer (as defined in Section 10(d)), or the Recipient otherwise engages in competition with the Company or its Affiliates;

(iii) the Recipient acts against the interests of the Company and its Affiliates, including recruiting or employing, or encouraging or assisting the Recipient's new employer to recruit or employ an employee of the Company or any Affiliate without the Company's written consent;

(iv) the Recipient fails to protect and safeguard while in his possession or control, or surrender to the Company upon termination of the Recipient's employment with the Company or any Affiliate or such earlier time or times as the Company or its board of directors or any Affiliate may specify, all documents, records, tapes, disks and other media of every kind and description relating to the business, present or otherwise, of the Company and its Affiliates and any copies, in whole or in part thereof, whether or not prepared by the Recipient;

(v) the Recipient solicits or encourages any person or enterprise with which the Recipient has had business-related contact, who has been a customer of the Company or any of its Affiliates, to terminate its relationship with any of them;

(vi) the Recipient takes any action or makes any statement, written or oral, that disparages the business, products, services or management of Company or its Affiliates, or any of their respective directors, officers, agents, or employees, or the Recipient takes any action that is intended to, or that does in fact, damage the business or reputation of the Company or its Affiliates, or the personal or business reputations of any of their respective directors, officers, agents, or employees, or that interferes with, impairs or disrupts the normal operations of the Company or its Affiliates; or

(vii) the Recipient breaches any confidentiality obligations the Recipient has to the Company or an Affiliate, the Recipient fails to comply with the policies and procedures of the Company or its Affiliates for protecting confidential information, the Recipient uses confidential information of the Company or its Affiliates for his own benefit or gain, or the Recipient discloses or otherwise misuses confidential information or materials of the Company or its Affiliates (except as required by applicable law); then

(1) this Award shall terminate and be cancelled effective as of the date on which the Recipient entered into such activity, unless terminated or cancelled sooner by operation of another term or condition of this Agreement or the Plan;

(2) any Stock acquired and held by the Recipient pursuant to the Award during the Applicable Period (as defined below) may be repurchased by the Company at a purchase price of $0.01 per share; and

(3) any after-tax proceeds realized by the Recipient from the sale of Stock acquired through the Award during the Applicable Period shall be paid by the Recipient to the Company.

(b) The term "Applicable Period" shall mean the period commencing on the later of the date of this Agreement or the date which is one (1) year prior to the Recipient's termination of employment with the Company or any Affiliate and ending on the Covenant Termination Date.

(c) The term "Competitive Enterprise" shall mean a business enterprise that engages in, or owns or controls a significant interest in, any entity that engages in, the manufacture, sale or distribution of mattresses or pillows or other bedding products or other products competitive with the Company's products. Competitive Enterprise shall include, but not be limited to, the entities set forth on Appendix A hereto, which may be amended by the Company from time to time upon notice to the Recipient. At any time the Recipient may request in writing that the Company make a determination whether a particular enterprise is a Competitive Enterprise. Such determination will be made within fourteen (14) days after the receipt of sufficient information from the Recipient about the enterprise, and the determination will be valid for a period of ninety (90) days from the date of determination.

(d) The term "Significant Retailer" means those retailers identified in Appendix A hereto under the heading "RETAILERS." The Recipient acknowledges that the Significant Retailers may now or in the future compete directly or indirectly with the Company, and that, whether or not a Significant Retailer competes directly with the Company, the Recipient because of his knowledge of the industry and his knowledge of confidential information about the Company's commercial relationships with many large retailers, including one or more of the Significant Retailers, could damage the Company's competitive position and business if he worked with a Significant Retailer in any of the capacities described above.

11. Right of Set Off. By executing this Agreement, the Recipient consents to a deduction from any amounts the Company or any Affiliate owes the Recipient from time to time, to the extent of the amounts the Recipient owes the Company under Section 10 above, provided that this set-off right may not be applied against wages, salary or other amounts payable to the Recipient to the extent that the exercise of such set-off right would violate any applicable law. If the Company does not recover by means of set-off the full amount the Recipient owes the Company, calculated as set forth above, the Recipient agrees to pay immediately the unpaid balance to the Company upon the Company's demand.

12. Nature of Remedies.

(a) The remedies set forth in Sections 10 and 11 above are in addition to any remedies available to the Company and its Affiliates in any non-competition, employment, confidentiality or other agreement, and all such rights are cumulative. The exercise of any rights hereunder or under any such other agreement shall not constitute an election of remedies.

(b) The Company shall be entitled to place a legend on any certificate evidencing any Stock acquired upon vesting of this Award referring to the repurchase right set forth in Section 10(a) above. The Company shall also be entitled to issue stop transfer instructions to the Company's stock transfer agent in the event the Company believes that any event referred to in Section 10(a) has occurred or is reasonably likely to occur.

13. Clawback Policy. The Recipient acknowledges receipt of a copy of the Company's Clawback Policy, and acknowledges and agrees that the shares of Stock issuable under this Agreement shall be subject to the Clawback Policy or any amended version thereof, and any other clawback policy approved by the Company's Board of Directors.

[*Remainder of page intentionally left blank*]

In Witness Whereof, the parties have executed this Matching Performance Restricted Stock Unit Award Agreement as a sealed instrument as of the date first above written.

TEMPUR SEALY INTERNATIONAL INC.

By: /s/ Frank Doyle
Name: Frank Doyle
Title: Chairman of the Board of Directors

RECIPIENT

/s/ Scott Thompson
Recipient signature

Scott Thompson
Name of Recipient

Competitive Enterprises of the Company and its Affiliates

Ace
AH Beard
Auping
Ashley Sleep
Boyd
Carpe Diem
Carpenter
Carolina Mattress
Cauval Group
Chaide & Chaide
Classic Sleep Products
Comforpedic
Comfort Solutions
COFEL group
De Rucci
Diamona
Doremo Octaspring
Dorelan
Dunlopillo
Duxiana
Eastborne
Eminflex
Englander
Flex Group of Companies
Foamex
France Bed
Future Foam
Harrisons
Hastens
Hilding Anders Group
Hypnos
IBC
KayMed
King Koil
Kingsdown
Lady Americana
Land and Sky
Leggett & Platt
Lo Monaco
Magniflex
Metzler
Myers

Optimo
Ortobom
Natura
Natures Rest
Park Place
Permaflex
Pikolin Group
Recticel Group
Relyon
Restonic
Rosen
Rowe
Sapsa Bedding
Select Comfort
Serta and any direct or indirect parent company
Silentnight
Simmons Company/Beautyrest and any direct or indirect parent company
Sleepmaker
Spring Air
Sterling
Stobel
Swiss Comfort
Swiss Sense
Therapedic

RETAILERS

Ashley
Innovative Mattress Solutions
Mattress Firm
Sleepy’s
Wayfair

PERFORMANCE METRICS FOR THE AWARD
DETERMINATION OF FINAL AWARD

(a) *Target Based on Adjusted EBITDA.* Subject to Section 4 of the Agreement, 100% of the Performance Restricted Stock Units shall vest if the Company has positive Adjusted EBITDA (i.e. greater than $0) for the year ended December 31, 2016.

(b) *Definitions and Method of Calculating Performance Metrics*. Whether the Performance Metric has been met shall be determined pursuant to the following provisions and rules:

As used in this Appendix B:

"Adjusted EBITDA" means, for 2016 , the Company's "Consolidated EBITDA" for such period determined in accordance with the New Credit Facility.

"New Credit Facility" means the Credit Agreement, dated as of December 12, 2012, among the Company, certain of its subsidiaries, and as in effect on the Grant Date.

Method of Calculation. Adjusted EBITDA shall be determined by the Committee based on the definitions set forth above and in accordance with generally accepted accounting principles (to the extent relevant) and derived from the Company's consolidated audited financial statements for the relevant fiscal year or period, and in each case subject to adjustment as set forth in this Paragraph B.

Mandatory Adjustments: The Compensation Committee shall be required to make adjustments to the targets set forth in paragraph A above to exclude the effects of acquisitions or divestitures of businesses, or asset acquisitions or dispositions outside the ordinary course of business (including costs to restructure or integrate the newly acquired business or assets); labor union actions; effects of changes in tax laws; effects of changes in accounting principles; costs associated with the financing, refinancing or prepayment of debt, or recapitalization or similar event affecting the capital structure of the Company; or a merger, consolidation, acquisition of property or shares, separation, spin off, reorganization, stock rights offering, liquidation, or similar event affecting the Company or any of its Subsidiaries.

TEMPUR SEALY INTERNATIONAL, INC.
2013 EQUITY INCENTIVE PLAN
LONG-TERM INCENTIVE PLAN

2015 Performance Restricted Stock Unit Award Agreement
Scott Thompson

This 2015 Performance Restricted Stock Unit Award Agreement (this "Agreement"), dated as of September 4, 2015, is between Tempur Sealy International, Inc., a corporation organized under the laws of the State of Delaware (the "Company"), and the individual identified below (the "Grantee").

Grantee:	Scott Thompson
Number of Target Shares in Award:	620,000
Date of Award:	September 4, 2015
Designated Periods:	The one (1) year period commencing January 1, 2017 and ending December 31, 2017 (the "First Designated Period")
	The one (1) year period commencing January 1, 2018 and ending December 31, 2018 (the "Second Designated Period", and together with the First Designated Period, the "Designated Periods")

1. Award of Performance Restricted Stock Units. Pursuant and subject to the Company's 2013 Equity Incentive Plan, as amended (as the same may be amended from time to time, the "2013 EIP") and the Company's 2013 Long-Term Incentive Plan as adopted in connection with the 2013 EIP (the "LTI Plan"), the Company grants the Grantee an award (the "Award") for 620,000 performance restricted stock units (the "PRSUs"), each constituting the right on the terms and conditions set forth herein to a share of the Company's common stock, par value $0.01 per share (the "Target Shares") (as defined in Section 3 below). This Award is granted as of September 4, 2015 (the "Grant Date") and is intended to qualify as a Qualified Performance-Based Award.

2. Rights of the PRSUs and Target Shares. The Grantee will receive no dividend equivalent payments on the PRSUs or with respect to the Target Shares. Unless and until a Final Award has been determined and the Grantee has received Target Shares in accordance with the terms and conditions described herein, the Grantee shall have none of the attributes of ownership with respect to any Target Shares.

3. Determination of Final Award

(a) The Target Shares ultimately issued by the Company pursuant to the Award shall be subject to the Company's achievement ("Performance") of the Performance Metrics for the Award and compliance with the provisions and rules set forth on Appendix A attached hereto (the "Performance Metrics") and incorporated herein by this reference. Any determination that Target Shares have been earned with respect to the First Designated Period or the Second Designated Period as described below is

sometimes referred to as the "Final Award" with respect to such Designated Period, and the Target Shares to be issued with respect to such Designated Period are sometimes referred to as the "Shares".

(b) As provided in the LTI Plan, within sixty (60) days after the end of the First Designated Period, the Compensation Committee of the Board of Directors (the "Committee") shall determine and certify in writing (y) whether the Performance Metrics for the First Designated Period have been achieved and (z) based on such Performance, whether or not 100% of the Target Shares will be issued to Grantee (with the date of such determination referred to as the "First Determination Date"). Not later than March 15, 2018, if the Company achieved the Performance Metrics for the First Designated Period, the Company shall issue all of the Target Shares, to Grantee, subject to Section 7 of this Agreement relating to tax withholding (the date of such issuance being referred to herein as the "First Settlement Date").

(c) If the Company achieves the Performance Metrics for the First Designated Period, then this paragraph (c) does not apply. If the Company does not achieve the Performance Metrics for the First Designated Period, then any right to 2/3 of the Target Shares (413,333 Target Shares) will be forfeited, but the Grantee will still be entitled to earn 1/3 of the Target Shares (206,667 Target Shares) if the Performance Metrics for the Second Designated Period are met. As provided in the LTI Plan, within sixty (60) days after the end of the Second Designated Period, the Committee shall determine and certify in writing (y) whether the Performance Metrics for the Second Designated Period have been achieved and (z) based on such Performance, whether or not 206,667 Target Shares will be issued to Grantee (with the date of such determination referred to as the "Second Determination Date" and together with the First Determination as "Determination Dates"). No later than March 15, 2019, if the Company did not meet the Performance Metrics for the First Designated Period but met the Performance Metrics for the Second Designated Period, the Company shall issue 206,667 Shares to Grantee, subject to Section 7 of this Agreement relating to tax withholding (the date of such issuance being referred to herein as the "Second Settlement Date" and together with the First Settlement Date as "Settlement Dates"). If the Company does not achieve the Performance Metrics for the Second Designated Period then all the remaining Target Shares will be forfeited, and this Agreement will terminate.

4. **Termination of Employment**.

(a) If the Grantee's employment with the Company and its Affiliates terminates before December 31, 2017 for any reason, including because the Grantee's employer ceases to be an Affiliate, the Grantee's rights to the Target Shares shall terminate immediately, no Shares shall be issued to Grantee and all of the Grantee's rights to the Target Shares and any Final Award hereunder shall be forfeited. In addition, notwithstanding anything herein to the contrary, if the Grantee's employment terminates on or after December 31, 2017 and prior to the First Settlement Date, no Shares shall be issued with respect to the First Designated Period and all of the Grantee's rights to any Final Award and any Target Shares otherwise due shall be forfeited, expire and terminate unless (i) the Company shall have received a release of all claims from Grantee in the form required by the Employment Agreement ("Release and Waiver") (and said Release and Waiver shall have become irrevocable in accordance with its terms) prior to the First Settlement Date (or, if earlier, the deadline established in the form of release delivered by the Company to the Grantee for execution); (ii) the Grantee has ensured that the Company has a valid address for Grantee on file as of the end of the First Settlement Date; and (iii) the Grantee shall have complied with the covenants set forth in Section 12 of this Agreement.

(b) If the Grantee's employment with the Company and its Affiliates terminates on or after December 31, 2017 but before December 31, 2018 for any reason, including because the Grantee's employer ceases to be an Affiliate, the Grantee's rights to the Target Shares issuable with respect to the Second Designated Period shall terminate immediately, no Shares shall be issued to Grantee and all of the Grantee's rights to the Target Shares and any Final Award hereunder with respect to the Second Designated Period shall be forfeited. In addition, notwithstanding anything herein to the contrary, if the Grantee's employment terminates on or after December 31, 2018 and prior to the Second Settlement Date, no Shares shall be issued with respect to the Second Designated Period and all of the Grantee's rights to any Final Award and any Target Shares otherwise due shall be forfeited, expire and terminate unless (i) the Company shall have received a Release and Waiver from Grantee (and said Release and Waiver shall have become irrevocable in accordance with its terms) prior to the Second Settlement Date (or, if earlier, the deadline established in the form of release delivered by the Company to the Grantee for execution); (ii) the Grantee has ensured that the Company has a valid address for Grantee on file as of the end of the Second Settlement Date; and (iii) the Grantee shall have complied with the covenants set forth in Section 12 of this Agreement.

(c) Definitions. For the purposes of this Agreement:

(i) "Change of Control" shall have the meaning set forth in the Plan, provided, that no event or transaction shall constitute a Change of Control for purposes of this Agreement unless it also qualifies as a change of control for purposes of Section 409A of the Code;

(ii) "Employee", "employment", "termination of employment" and "cease to be employed", and other words or phrases of similar import, shall mean the continued provision of substantial services to the Company or any of its Affiliates (or the cessation or termination of such services) whether as an employee, consultant or director;

(iii) "Employment Agreement" shall mean the Employment Agreement, dated as of September 4, 2015 between the Company and the Grantee.

(iv) "For Cause" shall have the meaning set forth in the Employment Agreement.

(v) "Good Reason" shall have the meaning set forth in the Employment Agreement.

(vi) "Retirement" shall have the meaning assigned to such term in the applicable retirement policy of the Company or its Affiliates as in effect at such time.

5. **Change of Control Provisions**. Pursuant to Section 9 of the 2013 EIP and subject to paragraph (b) below, immediately upon the occurrence of a Change of Control, all of the PRSUs subject to this Award that have not already become payable pursuant to Section 3(b) or Section 3(c) and that not have already been forfeited ("Outstanding Unvested PRSUs") shall convert to time-based vesting restricted stock units ("RSUs", with the shares of the Company's common stock issuable thereunder referred to as "RSU Shares"), without any pro-ration, as follows:

(a) the Grantee shall be entitled to receive RSUs equal to the number of Outstanding Unvested PRSUs in lieu of any claim to a Final Award.

(b) if the Change of Control occurs on or after December 31, 2017 but before the determination of whether the Performance Metrics for the First Designated Period have been met, (i) if the Performance Metrics for the First Designated Period are determined to have been met in accordance with Section 3 and Appendix A, the Outstanding Unvested PRSUs shall become payable in accordance with Section 3(b) and no Outstanding Unvested PRSUs shall convert into RSUs as described above, and (ii) if it is determined that the Performance Metrics for the First Designated Period were not met, then 2/3 (or 413,333) of such Outstanding Unvested PRSUs shall terminate and be forfeited as provided in Section 3(c) and 1/3 (or 206,667) RSUs will be issued.

(c) if the Change of Control occurs on or after December 31, 2018 but before the determination of whether the Performance Metrics for the Second Designated Period have been met, (i) if the Performance Metrics for the Second Designated Period are determined to have been met in accordance with Section 3 and Appendix A, the Outstanding Unvested PRSUs shall become payable in accordance with Section 3(c) and no Outstanding Unvested PRSUs shall convert into RSUs as described above, and (ii) if it is determined that the Performance Metrics for the Second Designated Period were not met, then all of such Outstanding Unvested PRSUs shall terminate and be forfeited as provided in Section 3(c) and no RSUs will be issued.

(d) None of the RSUs issued to Grantee in connection with a Change of Control pursuant to this Section 5 shall be immediately vested as of the date of such Change of Control (unless otherwise provided below). All of such RSUs shall vest on December 31, 2018 (for purposes of this Section 5, the "Vesting Date"), regardless of whether the Company has then achieved any of the Performance Metrics if the Grantee's employment with the Company and its Affiliates continues through the period commencing on the date of the Change of Control and ending on the Vesting Date (the "Vesting Period").

(e) If the Grantee's employment with the Company and its Affiliates terminates during the Vesting Period, the right to the RSUs shall be as follows:

(i) If the Grantee's employment with the Company or its Affiliates is terminated by the Company For Cause or the Grantee resigns without Good Reason, including by Retirement that is not an Approved Retirement or the Grantee's voluntary departure, the RSUs will terminate immediately, no RSU Shares shall be issued to Grantee and all of the Grantee's rights to the RSUs and the RSU Shares hereunder shall be forfeited.

(ii) If the Grantee's employment with the Company or its Affiliates is terminated by the Company or an Affiliate other than For Cause, by the Grantee's resignation for Good Reason or by reason of Grantee's employer ceasing to be an Affiliate following a Change of Control at any time following the Change of Control, then all of the RSUs shall vest immediately, and the Grantee shall be entitled to receive all of the RSU Shares he would have been entitled to receive on the Vesting Date with respect thereto.

(iii) If the Grantee dies or the Company or an Affiliate of the Company terminates Grantee's employment due to Grantee's long-term disability (within the meaning of Section 409A of the Code), then all of the RSUs shall vest and the Grantee shall be entitled to receive all of the RSU Shares with respect thereto. These Shares will be issued within sixty (60) days after the date of death or termination of employment.

(iv) In the event of Grantee's Approved Retirement, then the number of RSUs that will vest and Shares issued in connection therewith shall be pro-rated downward based on the actual number of calendar days that elapsed from the date the Award was initially granted under this Agreement to the date of such Approved Retirement, versus the total number of calendar days from September 4, 2015 to December 31, 2018; provided, however, that no RSU Shares shall be issued and all of the Grantee's rights to the RSUs and any Shares otherwise due shall be forfeited, expire and terminate unless (i) the Company shall have received a Release and Waiver (and said Release and Waiver shall have become irrevocable in accordance with its terms) prior to the 50th day following Grantee's termination of employment and (ii) the Grantee shall have complied with the covenants set forth in Section 12 of this Agreement.

(v) In the event that, immediately following a Change of Control, a successor organization does not convert, replace or assume the RSUs, all of the RSUs shall immediately vest and the Grantee shall be entitled to receive all of the RSU Shares represented thereby.

(f) In all cases, any issuance of RSU Shares upon vesting of the RSUs in accordance with this Section 5 shall be made promptly and, in any event, within twenty (20) days following the date such RSUs shall become vested. For this purpose, RSUs vesting on account of (w) a termination by the Company other than For Cause, (x) resignation by the Grantee for Good Reason, (y) Grantee's employer ceasing to be an Affiliate following a Change of Control at any time following the Change of Control, or (z) an Approved Retirement, shall be treated as vesting on the Company's receipt of the required Release and Waiver but delivery of the RSU Shares at that time shall not obviate the need to comply with the covenants contained in Section 12 until the Covenant Termination Date (as defined in Section 12) in order to retain the RSU Shares then delivered.

(g) The Company (or any successor organization) may require the Grantee to enter into a restricted stock unit award agreement that replaces this Agreement and reflects the terms described above.

6. Settlement. The Final Award shall be settled by the issuance of Shares and not by payment of any cash, notwithstanding any provision of the 2013 EIP.

7. Withholding. Pursuant to the 2013 EIP, the Company shall have the right to require the recipient to remit to the Company an amount sufficient to satisfy federal, state, local or other withholding tax requirements if, when, and to the extent required by law (whether so required to secure for the Company an otherwise available tax deduction or otherwise) attributable to any Final Award awarded under this Agreement, including without limitation, the award or lapsing of stock restrictions on such Final Award. The obligations of the Company under this Agreement shall be conditional on satisfaction of all such withholding obligations and the Company shall, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due

to the Grantee. However, in such cases Grantee may elect, subject to any reasonable administrative procedures for timely compliance established by the Committee, to satisfy an applicable withholding requirement, in whole or in part, by having the Company withhold a portion of the Shares or RSU Shares to be issued under this Award to satisfy the Grantee's tax obligations. The Grantee may only elect to have Shares or RSU Shares withheld having a Market Value on the date the tax is to be determined equal to the minimum statutory total withholding taxes arising upon the vesting of any Shares or RSU Shares. If the Grantee has not submitted an election on or before the thirtieth (30) day prior to the applicable Determination Date, Grantee shall be deemed to have elected to have shares withheld from the Shares or RSU Shares to be issued under this award to satisfy the Grantee's tax obligation. All elections shall be irrevocable, made in writing, signed by the Grantee, and shall be subject to any restrictions or limitations that the Committee deems appropriate.

8. Other Provisions.

(a) This Agreement does not give the Grantee any right to continue to be employed by the Company or any of its Affiliates, or limit, in any way, the right of the Company or any of its Affiliates to terminate the Grantee's employment, at any time, for any reason not specifically prohibited by law.

(b) The Company is not liable for the non-issuance or non-transfer, nor for any delay in the issuance or transfer of any Shares or RSU Shares due to the Grantee upon the applicable Settlement Date with respect to any Final Award which results from the inability of the Company to obtain, from each regulatory body having jurisdiction, all requisite authority to issue or transfer shares of common stock of the Company if counsel for the Company deems such authority necessary for the lawful issuance or transfer of any such Shares or RSU Shares. Acceptance of this Award constitutes the Grantee's agreement that the Shares or RSU Shares subsequently acquired hereunder, if any, will not be sold or otherwise disposed of by the Grantee in violation of any applicable securities laws or regulations.

(c) The Final Award and entitlement to the Shares or RSU Shares are subject to this Agreement and Grantee's acceptance hereof shall constitute the Grantee's agreement to any administrative regulations of the Committee.

(d) All decisions of the Committee upon any questions arising under the 2013 EIP and LTI Plan or under these terms and conditions shall be conclusive and binding, including, without limitation, those decisions and determinations to adjust the Award made by the Committee pursuant to the authority granted under Section 8 of the 2013 EIP.

(e) No rights hereunder related to this Award or the Final Award shall be transferable, voluntarily or otherwise and no rights hereunder related to the underlying Target Shares or RSU Shares shall be transferable until such time, if ever, that the Shares or RSU Shares are earned and delivered.

9. Incorporation of 2013 EIP and LTI Plan Terms. This Award is granted subject to all of the applicable terms and provisions of the 2013 EIP and the LTI Plan, including without limitation, the provisions of Section 7.7(e) and Section 8 of the 2013 EIP. Capitalized terms used but not defined herein shall have the meaning assigned under the 2013 EIP and the LTI Plan. In the event of any conflict between the terms of this Agreement and the terms of the 2013 EIP and LTI Plan, the provisions of the 2013 EIP and LTI Plan shall control.

10. Miscellaneous. This Agreement shall be construed and enforced in accordance with the laws of the State of Delaware, without regard to the conflict of laws principles thereof and shall be binding upon and inure to the benefit of any successor or assign of the Company and any executor, administrator, trustee, guardian, or other legal representative of the Grantee. This Agreement may be executed in one or more counterparts all of which together shall constitute one instrument.

11. Tax Consequences.

(a) The Company makes no representation or warranty as to the tax treatment of this Award or the Final Award, including upon the issuance of the Shares or RSU Shares or upon the Grantee's sale or other disposition of the Shares or RSU Shares. The Grantee should rely on the Grantee's own tax advisors for such advice. Notwithstanding the foregoing, the Grantee and the Company hereby acknowledge that both the Grantee and the Company may be subject to certain obligations for tax withholdings, social security taxes and other applicable taxes associated with the vesting of the PRSUs or the Shares by the Grantee pursuant to this Agreement. The Grantee hereby affirmatively consents to the transfer between his or her employer and the Company of any and all personal information necessary for the Company and his employer to comply with its obligations.

(b) All amounts earned and paid pursuant to this Agreement are intended to be paid in compliance with, or on a basis exempt from, Section 409A of the Code. This Agreement, and all terms and conditions used herein, shall be interpreted and construed consistent with that intent. However, the Company does not warrant all such payments will be exempt from, or paid in compliance with, Section 409A. The Grantee bears the entire risk of any adverse federal, state or local tax consequences and penalty taxes which may result from payments made on a basis contrary to the provisions of Section 409A or comparable provisions of any applicable state or local income tax laws.

12. Certain Remedies.

(a) If at any time prior to the last day of the two (2) year period after termination of the Grantee's employment with the Company and its Affiliates (the "Covenant Termination Date"), any of the following occur:

(i) the Grantee unreasonably refuses to comply with lawful requests for cooperation made by the Company, its Board, or its Affiliates;

(ii) the Grantee accepts employment or a consulting or advisory engagement with (A) any Competitive Enterprise (as defined in Section 12(c)) of the Company or its Affiliates, or (B) any Significant Retailer (as defined in Section 12(d)), or the Grantee otherwise engages in competition with the Company or its Affiliates;

(iii) the Grantee acts against the interests of the Company and its Affiliates, including recruiting or employing, or encouraging or assisting the Grantee's new employer to recruit or employ an employee of the Company or any Affiliate without the Company's written consent;

(iv) the Grantee fails to protect and safeguard while in the Grantee's possession or control, or surrender to the Company upon termination of the Grantee's employment with the Company or any Affiliate or such earlier time or times as the Company or its board of directors or any Affiliate may specify, all documents, records, tapes, disks and other media of every kind and description relating to the business, present or otherwise, of the Company and its Affiliates and any copies, in whole or in part thereof, whether or not prepared by the Grantee;

(v) the Grantee solicits or encourages any person or enterprise with which the Grantee has had business-related contact, who has been a customer of the Company or any of its Affiliates, to terminate its relationship with any of them;

(vi) the Grantee takes any action or makes any statement, written or oral, that disparages the business, products, services or management of Company or its Affiliates, or any of their respective directors, officers, agents, or employees, or the Grantee takes any action that is intended to, or that does in fact, damage the business or reputation of the Company or its Affiliates, or the personal or business reputations of any of their respective directors, officers, agents, or employees, or that interferes with, impairs or disrupts the normal operations of the Company or its Affiliates; or

(vii) the Grantee breaches any confidentiality obligations the Grantee has to the Company or an Affiliate, the Grantee fails to comply with the policies and procedures of the Company or its Affiliates for protecting confidential information, the Grantee uses confidential information of the Company or its Affiliates for his own benefit or gain, or the Grantee discloses or otherwise misuses confidential information or materials of the Company or its Affiliates (except as required by applicable law); then

(1) this Award shall terminate and be cancelled effective as of the date on which the Grantee entered into such activity, unless terminated or cancelled sooner by operation of another term or condition of this Agreement, the 2013 EIP or the LTI Plan;

(2) any Shares or RSU Shares acquired and held by the Grantee pursuant to the Award during the Applicable Period (as defined below) may be repurchased by the Company at a purchase price of $0.01 per share; and

(3) any after-tax proceeds realized by the Grantee from the sale of Shares or RSU Shares acquired through the Award during the Applicable Period shall be paid by the Grantee to the Company.

(b) The term "Applicable Period" shall mean the period commencing on the later of the date of this Agreement or the date which is one (1) year prior to the Grantee's termination of employment with the Company or any Affiliate and ending on the Covenant Termination Date.

(c) The term "Competitive Enterprise" shall mean a business enterprise that engages in, or owns or controls a significant interest in, any entity that engages in, the manufacture, sale or distribution of mattresses or pillows or other bedding products or other products competitive with the Company's products. Competitive Enterprise shall include, but not be limited to, the entities set forth on Appendix B hereto, which may be amended by the Company from time to time upon notice to the Grantee. At any time the Grantee may request in writing that the Company make a determination whether a particular enterprise is a Competitive Enterprise. Such determination will be made within fourteen (14) days after the receipt of sufficient information from the Grantee about the enterprise, and the determination will be valid for a period of ninety (90) days commencing on the date of determination.

(d) The term "Significant Retailer" means those retailers identified in Appendix A under the heading "RETAILERS." The Grantee acknowledges that the Significant Retailers may now or in the future compete directly or indirectly with the Company, and that, whether or not a Significant Retailer competes directly with the Company, the Grantee because of his knowledge of the industry and his knowledge of confidential information about the Company's commercial relationships with many large retailers, including one or more of the Significant Retailers, could damage the Company's competitive position and business if he worked with a Significant Retailer in any of the capacities described above.

13. Right of Set Off. By executing this Agreement, the Grantee consents to a deduction from any amounts the Company or any Affiliate owes the Grantee from time to time, to the extent of the amounts the Grantee owes the Company under Section 12 above, provided that this set-off right may not be applied against wages, salary or other amounts payable to the Grantee to the extent that the exercise of such set-off right would violate any applicable law. If the Company does not recover by means of set-off the full amount the Grantee owes the Company, calculated as set forth above, the Grantee agrees to pay immediately the unpaid balance to the Company upon the Company's demand.

14. Nature of Remedies.

(a) The remedies set forth in Sections 12 and 13 above are in addition to any remedies available to the Company and its Affiliates in any non-competition, employment, confidentiality or other agreement, and all such rights are cumulative. The exercise of any rights hereunder or under any such other agreement shall not constitute an election of remedies.

(b) The Company shall be entitled to place a legend on any certificate evidencing any Shares acquired upon vesting of this Award referring to the repurchase right set forth in Section 12(a) above. The Company shall also be entitled to issue stop transfer instructions to the Company's stock transfer agent in the event the Company believes that any event referred to in Section 12(a) has occurred or is reasonably likely to occur.

15. Clawback Policy. The Grantee acknowledges receipt of a copy of the Company's Clawback Policy, and acknowledges and agrees that all Shares issued under this Agreement will be subject to the Clawback Policy or any amended version thereof and any other clawback policy adopted by the Board of Directors of the Company.

[Remainder of page intentionally left blank]

In Witness Whereof, the parties have executed this 2015 Performance Restricted Stock Unit Award Agreement as a sealed instrument as of the date first above written.

TEMPUR SEALY INTERNATIONAL, INC.

By: /s/ Frank Doyle
Name: Frank Doyle
Title: Chairman of the Board of Directors

GRANTEE

/s/ Scott Thompson
Grantee signature

Scott Thompson
Name of Grantee

PERFORMANCE METRICS FOR THE AWARD
DETERMINATION OF FINAL AWARDS

A. *Target Based on Adjusted EBITDA*. Subject to Section 4 of the Agreement, 100% of the Target Shares (620,000 Shares) shall vest if Adjusted EBITDA for the First Designated Period is greater than $650 million. Subject to Section 4 of the Agreement, 33% of the Target Shares (or 206,667 shares) shall vest if (i) no Target Shares vested for the First Designated Period and (ii) Adjusted EBITDA for the Second Designated Period is greater than $650 million.

B. *Definitions and Method of Calculating Performance Metrics*. The Final Award for the applicable Designated Period shall be determined pursuant to the following provisions and rules:

(i) As used in this Appendix A:

(A) "Adjusted EBITDA" means, for the Designated Period, the Company's "Consolidated EBITDA" for such period determined in accordance with the New Credit Facility.

(B) "New Credit Facility" means the Credit Agreement, dated as of December 12, 2012, among the Company, certain of its subsidiaries, and as in effect on the Grant Date.

(ii) Method of Calculation. Adjusted EBITDA shall be determined by the Committee based on the definitions set forth above and in accordance with generally accepted accounting principles (to the extent relevant) and derived from the Company's consolidated audited financial statements for the relevant fiscal year or period, and in each case subject to adjustment as set forth in this paragraph B.

(iii) Mandatory Adjustments: The Compensation Committee shall be required to make adjustments to the targets set forth in paragraph A above to exclude: the effects of acquisitions or divestitures of businesses, or asset acquisitions or dispositions outside the ordinary course of business (in each case including costs to restructure or integrate the newly acquired business or assets); labor union actions; effects of changes in tax laws; effects of changes in accounting principles; costs associated with the financing, refinancing or prepayment of debt, or recapitalization or similar event affecting the capital structure of the Company; or a merger, consolidation, acquisition of property or shares, separation, spin off, reorganization, stock rights offering, liquidation, or similar event affecting the Company or any of its Subsidiaries.

Competitive Enterprises of the Company and its Affiliates

Ace
AH Beard
Auping
Ashley Sleep
Boyd
Carpe Diem
Carpenter
Carolina Mattress
Cauval Group
Chaide & Chaide
Classic Sleep Products
Comforpedic
Comfort Solutions
COFEL group
De Rucci
Diamona
Doremo Octaspring
Dorelan
Dunlopillo
Duxiana
Eastborne
Eminflex
Englander
Flex Group of Companies
Foamex
France Bed
Future Foam
Harrisons
Hastens
Hilding Anders Group
Hypnos
IBC
KayMed
King Koil
Kingsdown
Lady Americana
Land and Sky
Leggett & Platt
Lo Monaco
Magniflex
Metzler

Myers
Optimo
Ortobom
Natura
Natures Rest
Park Place
Permaflex
Pikolin Group
Recticel Group
Relyon
Restonic
Rosen
Rowe
Sapsa Bedding
Select Comfort
Serta and any direct or indirect parent company
Silentnight
Simmons Company/Beautyrest and any direct or indirect parent company
Sleepmaker
Spring Air
Sterling
Stobel
Swiss Comfort
Swiss Sense
Therapedic

RETAILERS

Ashley
Innovative Mattress Solutions
Mattress Firm
Sleepy’s
Wayfair

Exhibit 10.6

Subscription Agreement

THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR THE SECURITIES LAWS OF ANY STATE OR ANY OTHER JURISDICTION. THERE ARE FURTHER RESTRICTIONS ON THE TRANSFERABILITY OF THE SECURITIES DESCRIBED HEREIN.

THE PURCHASE OF THE SECURITIES INVOLVES A HIGH DEGREE OF RISK AND SHOULD BE CONSIDERED ONLY BY PERSONS WHO CAN BEAR THE RISK OF THE LOSS OF THEIR ENTIRE INVESTMENT.

Tempur Sealy International, Inc.
1000 Tempur Way
Lexington, KY 40511

Ladies and Gentlemen:

Pursuant to an Employment Agreement, dated the date hereof, between Tempur Sealy International, Inc., a corporation organized under the laws of Delaware (the "**Company**"), and the undersigned (the "**Employment Agreement**"), the undersigned is entering into this subscription agreement (this "**Subscription Agreement**") in order to purchase shares of the Company's Common Stock, par value $.01 per share (the "**Common Stock**"). The undersigned further understands that the offering is being made without registration of the Common Stock under the Securities Act of 1933, as amended (the "**Securities Act**"), or any securities law of any state of the United States or of any other jurisdiction, and is being made to the undersigned based on his status as an "accredited investor" (as defined in Rule 501 of Regulation D under the Securities Act).

1. Subscription. Subject to the terms and conditions hereof, the undersigned hereby agrees to purchase, and the Company hereby agrees to sell, 69,686 shares of Common Stock (the "**Purchased Shares**") at a price per share of $71.75 (which represents the closing price of the Common Stock on the New York Stock Exchange ("**NYSE**") on September 4, 2015) for a total purchase price of $4,999,970.50 (the "**Purchase Price**"). The undersigned acknowledges that the Purchased Shares will be subject to restrictions on transfer as set forth in this Subscription Agreement.

Notwithstanding anything in this Subscription Agreement to the contrary, the Company shall have no obligation to issue any of the Purchased Shares if the issuance of Purchased Shares to the undersigned would constitute a violation of the securities, "blue sky" or other similar laws of the State of Oklahoma or any other jurisdiction applicable to the transactions contemplated by this Subscription Agreement (collectively referred to as the "**State Securities Laws**").

2. The Closing. The closing of the purchase and sale of the Purchased Shares (the "**Closing**") shall take place on the second business day after any acquired additional listing application with the NYSE is approved. The Closing will take place at the offices of the Company in Lexington, Kentucky.

3. Payment for Purchased Shares. Payment for the Purchased Shares shall be received by the Company from the undersigned by wire transfer of immediately available funds or other means approved by the Company at or prior to the Closing, in the amount of the Purchase Price. The Company shall deliver certificates representing the Purchased Shares to the undersigned at the Closing bearing an appropriate legend referring to the fact that the Purchased Shares were sold in reliance upon an exemption from registration under the Securities Act.

4. Representations and Warranties of the Company. The Company represents and warrants that:

(a) The Company is duly formed and validly existing under the laws of Delaware, with full power and authority to conduct its business as it is currently being conducted and to own its assets; and has secured any other authorizations, approvals, permits and orders required by law for the conduct by the Company of its business as it is currently being conducted.

(b) The Purchased Shares have been duly authorized and, when issued, delivered and paid for in the manner set forth in this Subscription Agreement, will be validly issued, fully paid and nonassessable.

5. Representations and Warranties of the Undersigned. The undersigned hereby represents and warrants to and covenants with the Company that:

(a) **General**.

(i) The undersigned has all requisite authority and the capacity to purchase the Purchased Shares, enter into this Subscription Agreement and to perform all the obligations required to be performed by the undersigned hereunder, and such purchase will not contravene any law, rule or regulation binding on the undersigned or any investment guideline or restriction applicable to the undersigned.

(ii) The undersigned is a resident of the state set forth on the signature page hereto and is not acquiring the Purchased Shares as a nominee or agent or otherwise for any other person.

(iii) The undersigned will comply with all applicable laws and regulations in effect in any jurisdiction in which the undersigned purchases or sells in the case of an individual, and obtain any consent, approval or permission required for such purchases or sales under the laws and regulations of any jurisdiction to which the undersigned is subject or in which the undersigned makes such purchases or sales, and the Company shall have no responsibility therefor.

(b) **Information Concerning the Company**.

(i) The undersigned has not been furnished any offering literature and has relied only his own review of the Company's publicly available information.

(ii) The undersigned understands and accepts that the purchase of the Purchased Shares involves various risks, including the risks outlined in Company's filings with the Securities and Exchange Commission ("**SEC**") and in this Subscription Agreement. The undersigned represents that he is able to bear any loss associated with an investment in the Purchased Shares.

(iii) The undersigned confirms that he is not relying on any communication (written or oral) of the Company or any of its affiliates, as investment advice or as a recommendation to purchase the Purchased Shares. It is understood that information and explanations related to the terms and conditions of the Purchased Shares provided in this Subscription Agreement or otherwise by the Company or any of its affiliates shall not be considered investment advice or a recommendation to purchase the Purchased Shares, and that neither the Company nor any of its affiliates is acting or has acted as an advisor to the undersigned in deciding to invest in the Purchased Shares. The undersigned acknowledges that neither the Company nor any of its affiliates has made any representation regarding the proper characterization of the Purchased Shares for purposes of determining the undersigned's authority to invest in the Purchased Shares.

(iv) The undersigned is familiar with the business and financial condition and operations of the Company, all as generally described in the Company's SEC filings. The undersigned has had access to such information concerning the Company and the Purchased Shares as he deems necessary to enable him to make an informed investment decision concerning the purchase of the Purchased Shares.

(v) The undersigned understands that, unless the undersigned notifies the Company in writing to the contrary at or before the Closing, each of the undersigned's representations and warranties contained in this Subscription Agreement will be deemed to have been reaffirmed and confirmed as of the Closing, taking into account all information received by the undersigned.

(vi) The undersigned understands that no federal or state agency has passed upon the merits or risks of an investment in the Purchased Shares or made any finding or determination concerning the fairness or advisability of this investment.

(c) **Non-reliance**.

(i) The undersigned represents that he is not relying on (and will not at any time rely on) any communication (written or oral) of the Company, as investment advice or as a recommendation to purchase the Purchased Shares.

(ii) The undersigned confirms that the Company has not (A) given any guarantee or representation as to the potential success, return, effect or benefit (either legal, regulatory, tax, financial, accounting or otherwise) of an investment in the Purchased Shares or (B) made any representation to the undersigned regarding the legality of an investment in the Purchased Shares under applicable legal investment or similar laws or regulations. In deciding to purchase the Purchased Shares, the undersigned is not relying on the advice or recommendations of the Company and the undersigned has made his own independent decision that the investment in the Purchased Shares is suitable and appropriate for the undersigned.

(d) **Status of Undersigned**.

(i) The undersigned has such knowledge, skill and experience in business, financial and investment matters that the undersigned is capable of evaluating the merits and risks of an investment in the Purchased Shares. With the assistance of the undersigned's own professional advisors, to the extent that the undersigned has deemed appropriate, the undersigned has made his own legal, tax, accounting and financial evaluation of the merits and risks of an investment in the Purchased Shares and the consequences of this Subscription Agreement. The undersigned has considered the suitability of the Purchased Shares as an investment in light of his own circumstances and financial condition and the undersigned is able to bear the risks associated with an investment in the Purchased Shares and his authority to invest in the Purchased Shares.

(ii) The undersigned is an "accredited investor" as defined in Rule 501(a) under the Securities Act. The undersigned agrees to furnish any additional information requested by the Company or any of its affiliates to assure compliance with applicable U.S. federal and state securities laws in connection with the purchase and sale of the Purchased Shares.

(e) **Restrictions on Transfer or Sale of Purchased Shares**.

(i) The undersigned is acquiring the Purchased Shares solely for the undersigned's own beneficial account, for investment purposes, and not with a view to, or for resale in connection with, any distribution of the Purchased Shares. The undersigned understands that the Purchased Shares have not been registered under the Securities Act or any State Securities Laws by reason of specific exemptions under the provisions thereof which depend in part upon the investment intent of the undersigned and of the other representations made by the undersigned in this Subscription Agreement. The undersigned understands that the Company is relying upon the representations and agreements contained in this Subscription Agreement (and any supplemental information) for the purpose of determining whether this transaction meets the requirements for such exemptions.

(ii) The undersigned understands that the Purchased Shares are "restricted securities" under applicable federal securities laws and that the Securities Act and the rules of the SEC provide in substance that the undersigned may dispose of the Purchased Shares only pursuant to an effective registration statement under the Securities Act or an exemption therefrom, and the undersigned

understands that the Company has no obligation or intention to register any of the Purchased Shares, or to take action so as to permit sales pursuant to the Securities Act (including Rule 144 thereunder).

(iii) The undersigned agrees: (A) that the undersigned will not sell, assign, pledge, give, transfer or otherwise dispose of the Purchased Shares or any interest therein, or make any offer or attempt to do any of the foregoing, except pursuant to a registration of the Purchased Shares under the Securities Act and all applicable State Securities Laws, or in a transaction which is exempt from the registration provisions of the Securities Act and all applicable State Securities Laws; (B) that the certificates representing the Purchased Shares will bear a legend making reference to the foregoing restrictions; and (C) that the Company and its affiliates shall not be required to give effect to any purported transfer of such Purchased Shares except upon compliance with the foregoing restrictions.

6. Conditions to Obligations of the Undersigned and the Company. The obligations of the undersigned to purchase and pay for the Purchased Shares and of the Company to sell the Purchased Shares are subject to the satisfaction at or prior to the Closing of the following conditions precedent: (i) the representations and warranties of the Company contained in **Section 4** hereof and of the undersigned contained in **Section 5** hereof shall be true and correct as of the Closing in all respects with the same effect as though such representations and warranties had been made as of the Closing and (ii) any required listing application with the NYSE shall have been approved.

7. Obligations Irrevocable. The obligations of the undersigned and the Company shall be irrevocable.

8. Legend. The certificates representing the Purchased Shares will be imprinted with a legend in substantially the following form:

"THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. THE SECURITIES MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT (1) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR (2) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE STATE SECURITIES LAWS AND THE SECURITIES LAWS OF OTHER JURISDICTIONS, AND IN THE CASE OF A TRANSACTION EXEMPT FROM REGISTRATION, UNLESS THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO IT THAT SUCH TRANSACTION DOES NOT REQUIRE REGISTRATION UNDER THE SECURITIES ACT AND SUCH OTHER APPLICABLE LAWS."

9. Waiver, Amendment. Neither this Subscription Agreement nor any provisions hereof shall be modified, changed, discharged or terminated except by an instrument in writing, signed by the party against whom any waiver, change, discharge or termination is sought.

10. Assignability. Neither this Subscription Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by either the Company or the undersigned without the prior written consent of the other party.

11. Waiver of Jury Trial. THE UNDERSIGNED IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF THE TRANSACTIONS CONTEMPLATED BY THIS SUBSCRIPTION AGREEMENT.

12. Submission to Jurisdiction. With respect to any suit, action or proceeding relating to any offers, purchases or sales of the Purchased Shares by the undersigned ("**Proceedings**"), the undersigned irrevocably submits to the exclusive jurisdiction of the federal or state courts located in the Commonwealth of Kentucky, which submission shall be exclusive unless none of such courts has lawful jurisdiction over such Proceedings.

13. Governing Law. This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

14. Section and Other Headings. The section and other headings contained in this Subscription Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Subscription Agreement.

15. Counterparts. This Subscription Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement.

16. Notices. All notices and other communications provided for herein shall be in writing and shall be deemed to have been duly given if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid to the following addresses (or such other address as either party shall have specified by notice in writing to the other):

If to the Company:

Tempur Sealy International, Inc.
1000 Tempur Way
Lexington, KY 40511

Facsimile: 859-455-2807
E-mail: lou.jones@tempursealy.com
Attention: Lou Jones, Executive Vice President and General Counsel

with a copy to:	Morgan, Lewis & Bockius, LLP One Federal Street Boston, MA 02110 Facsimile: 617-341-7701 E-mail: john.utzschnieder@morganlewis.com Attention: John R. Utzschneider
If to the Purchaser:	At the current address for his principal residence and email on the Company's books
with a copy to:	Cleary Gottlieb Steen & Hamilton LLP One Liberty Plaza New York, NY 10006 Facsimile: 212-225-3999 E-mail: akohn@cgsh.com Attention: Arthur Kohn

17. Binding Effect. The provisions of this Subscription Agreement shall be binding upon and accrue to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

18. Survival. All representations, warranties and covenants contained in this Subscription Agreement shall survive (i) the acceptance of the subscription by the Company and the Closing, (ii) changes in the transactions, documents and instruments described in the Offering Documents which are not material or which are to the benefit of the undersigned and (iii) the death or disability of the undersigned.

19. Notification of Changes. The undersigned hereby covenants and agrees to notify the Company upon the occurrence of any event prior to the closing of the purchase of the Purchased Shares pursuant to this Subscription Agreement which would cause any representation, warranty, or covenant of the undersigned contained in this Subscription Agreement to be false or incorrect.

20. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement this 4th day of September, 2015.

PURCHASER:

By /s/ Scott Thompson
Name: Scott Thompson

State/Country of Domicile:

Oklahoma

TEMPUR SEALY INTERNATIONAL, INC.

By /s/ Frank Doyle
Name: Frank Doyle
Title: Chairman of the Board of Directors

Exhibit 99.1

SCOTT L. THOMPSON NAMED CHAIRMAN, PRESIDENT AND CHIEF EXECUTIVE OFFICER OF TEMPUR SEALY

LEXINGTON, KY, September 8, 2015 – Tempur Sealy International, Inc. (NYSE: TPX) ("Tempur Sealy" or the "Company"), the world's largest bedding provider, today announced that its Board of Directors has named Scott L. Thompson as the Company's next Chairman, President and Chief Executive Officer, effective immediately. Mr. Thompson's appointment follows an extensive search conducted by the Tempur Sealy Board and was overseen by the Board's CEO Search Committee.

Mr. Thompson has more than two decades of executive leadership experience, most recently as Chairman, President and Chief Executive Officer of Dollar Thrifty Automotive Group, Inc. ("Dollar Thrifty"). Under Mr. Thompson's leadership, Dollar Thrifty achieved best-in-class operating margins and earnings growth resulting in significant returns for shareholders.

"After a comprehensive search process, the Board is very pleased to name a talented and highly qualified individual of Scott's caliber to lead Tempur Sealy," said Frank Doyle, Chairman of the Board. "Scott is a world-class operator with a history of strategic focus and enhancing high-performance teams. We are confident that his expertise in these key areas will add significant value to Tempur Sealy."

Usman Nabi, Chairman of the CEO Search Committee, commented, "Scott is an exceptional CEO with an outstanding track record of shareholder value creation. As Chairman and CEO of Dollar Thrifty, Scott created a corporate culture dedicated to consistently delivering profitable growth and achieving stretch targets. Tempur Sealy shareholders will benefit from his leadership."

In connection with the appointment of Mr. Thompson, current Chairman Frank A. Doyle will assume the role of Lead Director, and interim CEO W. Timothy Yaggi will continue in his role of Chief Operating Officer.

Mr. Doyle added, "I would also like to acknowledge Tim Yaggi's tremendous leadership during this process. Under his leadership, the organization continued to develop and progress towards our collective goals."

"Tempur Sealy is an outstanding company with iconic global brands and a talented and dedicated team," said Mr. Thompson, "I am honored by the Board's confidence in me as the next leader of this great company and I look forward to working with Tim and the entire management team to build upon Tempur Sealy's strategy and drive profitable long-term growth for the benefit of all our stakeholders."

ABOUT SCOTT THOMPSON

Scott Thompson previously served as Chairman, Chief Executive Officer and President of Dollar Thrifty Automotive Group, Inc. until it was purchased by Hertz Global Holdings, Inc. in 2012. Prior to serving as CEO and President, Mr. Thompson was a Senior Executive Vice President and Chief Financial Officer of Dollar Thrifty. Prior to joining Dollar Thrifty, Mr. Thompson was a consultant to private equity firms, and was a founder of Group 1 Automotive, Inc., a NYSE and Fortune 500 company, serving as its Senior Executive Vice President, Chief Financial Officer and Treasurer. Mr. Thompson served as Executive Vice

President of Operations and Finance at KSA Industries, a privately-held company with $1 billion in revenues. Mr. Thompson presently serves as a member of the Board of Directors for Asbury Automotive Group, Inc., Houston Wire and Cable Co. and Conn's, Inc. Mr. Thompson earned a Bachelor of Business Administration degree from Stephen F. Austin State University in Nacogdoches, Texas, and began his career with a national accounting firm.

ABOUT TEMPUR SEALY

Tempur Sealy International, Inc. (NYSE: TPX) is the world's largest bedding provider. Tempur Sealy International, Inc. develops, manufactures and markets mattresses, foundations, pillows and other products. The Company's brand portfolio includes many of the most highly recognized brands in the industry, including Tempur®, Tempur-Pedic®, Sealy®, Sealy Posturepedic®, Optimum™ and Stearns & Foster®. World headquarters for Tempur Sealy International, Inc. is in Lexington, KY. For more information, visit http://www.tempursealy.com or call 800-805-3635.

CONTACTS

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800-805-3635
Investor.relations@tempursealy.com

Media Contact
James Golden / Nick Lamplough
Joele Frank, Wilkinson Brimmer Katcher
212-355-4449

FORWARD-LOOKING STATEMENTS

This press release contains "forward-looking statements," within the meaning of the federal securities laws, which include information concerning one or more of the Company's plans, objectives, goals, strategies, and other information that is not historical information. When used in this press release, the words, "assumes," "estimates," "expects," "guidance," "anticipates," "projects," "plans," "proposed," "intends," "believes," and variations of such words or similar expressions are intended to identify forward-looking statements. These forward-looking statements include, without limitation, statements relating to the Company's expectations regarding the Company's leadership transition, and the creation of value and other benefits for stakeholders. All forward looking statements are based upon current expectations and beliefs and various assumptions. There can be no assurance that the Company will realize these expectations or that these beliefs will prove correct.

Numerous factors, many of which are beyond the Company's control, could cause actual results to differ materially from those expressed as forward-looking statements. These risk factors include risks associated with the Company's capital structure and increased debt level; the ability to successfully integrate Sealy Corporation into the Company's operations and realize cost synergies and other benefits from the transaction; whether the Company will realize the anticipated benefits from its asset dispositions in 2014 and the acquisition of brand rights in certain international markets in 2014; general economic, financial and industry conditions, particularly in the retail sector, as well as consumer confidence and the availability of consumer financing; changes in product and channel mix and the impact on the Company's gross margin; changes in interest rates; the impact of the macroeconomic environment in both the U.S. and internationally on the Company's business segments; uncertainties arising from global events; the effects of

changes in foreign exchange rates on the Company's reported earnings; consumer acceptance of the Company's products; industry competition; the efficiency and effectiveness of the Company's advertising campaigns and other marketing programs; the Company's ability to increase sales productivity within existing retail accounts and to further penetrate the Company's retail channel, including the timing of opening or expanding within large retail accounts and the timing and success of product launches; the effects of consolidation of retailers on revenues and costs; the Company's ability to expand brand awareness, distribution and new products; the Company's ability to continuously improve and expand its product line, maintain efficient, timely and cost-effective production and delivery of its products, and manage its growth; the effects of strategic investments on the Company's operations; changes in foreign tax rates and changes in tax laws generally, including the ability to utilize tax loss carry forwards; the outcome of various pending tax audits or other tax, regulatory or litigation proceedings; changing commodity costs; the effect of future legislative or regulatory changes; and disruptions to the implementation of the Company's strategic priorities and business plan caused by abrupt changes in the Company's senior management team and Board of Directors.