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

FORM 10-Q

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

For the quarterly period ended September 30, 2005

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

For the transition period from to

Commission file number 001-31922

TEMPUR-PEDIC INTERNATIONAL INC.
(Exact name of registrant as specified in its charter)

Delaware	**33-1022198**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**

1713 Jaggie Fox Way
Lexington, Kentucky 40511
(Address, including zip code, of registrant's principal executive offices)

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

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

Indicate by check mark whether the registrant is an accelerated filer (as defined in Exchange Act Rule 12b-2). Yes ☒ No ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act.): Yes ☐ No ☒

The number of shares outstanding of the registrant's common stock as of October 31, 2005 was 97,382,240 shares.

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Special Note Regarding Forward-Looking Statements

This quarterly report on Form 10-Q, including the information incorporated by reference herein, contains "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, which include information concerning our plans, objectives, goals, strategies, future events, future revenues or performance, capital expenditures, repatriation of certain funds pursuant to the American Jobs Creation Act of 2004, the adoption of Statement of Financial Accounting Standards 123R, the industrial revenue bond financing for our New Mexico facility, the Company's intention to repurchase shares of its common stock from time to time under its share repurchase program, the putative securities class action lawsuits recently filed, the effects of recent tax legislation in Kentucky, the rollout and market acceptance of new products, plans to increase sales and reduce costs, the impact of increases in raw materials costs, the construction of our new manufacturing facility in New Mexico, and other information that is not historical information. Many of these statements appear, in particular, under the heading "Management's Discussion and Analysis of Financial Condition and Results of Operations" in Item 2 of Part I of this report. When used in this report, the words "estimates," "expects," "anticipates," "projects," "plans," "intends," "believes" and variations of such words or similar expressions are intended to identify forward-looking statements. These forward-looking statements are based upon our current expectations and various assumptions. There can be no assurance that we will realize our expectations or that our beliefs will prove correct.

There are a number of risks and uncertainties that could cause our actual results to differ materially from the forward-looking statements contained in this report. Important factors that could cause our actual results to differ materially from those expressed as forward-looking statements are set forth in this report, including under the heading "Risk Factors" under Item 2 of Part I. There may be other factors that may cause our actual results to differ materially from the forward-looking statements.

All forward-looking statements attributable to us apply only as of the date of this report and are expressly qualified in their entirety by the cautionary statements included in this report. Except as may be required by law, we undertake no obligation to publicly update or revise any of the forward-looking statements, whether as a result of new information, future events, or otherwise.

When used in this report, except as specifically noted otherwise, the terms "Tempur-Pedic International" and the "Company" refer to Tempur-Pedic International Inc. only, and the terms "we," "our," "ours" and "us" refer to Tempur-Pedic International Inc. and its consolidated subsidiaries.

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FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

TEMPUR-PEDIC INTERNATIONAL INC. AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENTS OF INCOME
(In thousands, except per share amounts)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2005	2004	2005	2004
	(Unaudited)		(Unaudited)	
Net sales	**$206,095**	$181,737	**$621,089**	$486,460
Cost of sales	**103,577**	85,657	**305,793**	228,228
Gross profit	**102,518**	96,080	**315,296**	258,232
Selling and marketing expenses	**41,590**	34,911	**124,708**	101,519
General and administrative expenses	**17,483**	17,683	**51,849**	48,974
Research and development expenses	**627**	651	**1,944**	1,381
Operating income	**42,818**	42,835	**136,795**	106,358
Other income (expense), net:				
Interest expense, net	**(5,079)**	(6,220)	**(15,306)**	(17,865)
Loss on extinguishment of debt	**—**	—	**(717)**	(5,381)
Other income (expense), net	**(160)**	(175)	**167**	21
Total other expense	**(5,239)**	(6,395)	**(15,856)**	(23,225)
Income before income taxes	**37,579**	36,440	**120,939**	83,133
Income tax provision	**20,211**	14,029	**51,971**	32,006
Net income	**$ 17,368**	$ 22,411	**$ 68,968**	$ 51,127
Earnings per share:				
Basic	**$ 0.18**	$ .23	**$ 0.70**	$ .52
Diluted	**$ 0.17**	$ .22	**$ 0.67**	$ .50
Weighted average shares outstanding:				
Basic	**99,090**	97,763	**98,770**	97,601
Diluted	**103,346**	103,036	**103,171**	102,933

See accompanying Notes to Condensed Consolidated Financial Statements.

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TEMPUR-PEDIC INTERNATIONAL INC. AND SUBSIDIARIES

CONDENSED CONSOLIDATED BALANCE SHEETS
(In thousands, except per share amounts)

	September 30, 2005	December 31, 2004
	(Unaudited)	
ASSETS		
Current Assets:		
Cash and cash equivalents	**$ 52,401**	$ 28,368
Accounts receivable, net	**116,408**	93,804
Inventories	**87,159**	66,162
Prepaid expenses and other current assets	**9,982**	12,523
Income taxes receivable	**—**	4,136
Deferred income taxes	**9,140**	8,853
Total current assets	**275,090**	213,846
Property, plant and equipment, net	**182,851**	138,457
Goodwill	**201,234**	200,810
Other intangible assets, net	**74,418**	76,122
Deferred financing and other non-current assets, net	**8,960**	10,388
Total assets	**$ 742,553**	$ 639,623
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current Liabilities:		
Accounts payable	**$ 38,193**	$ 34,771
Accrued expenses and other	**56,694**	55,600
Income taxes payable	**23,540**	—
Current portion of long-term debt	**3,178**	8,758
Total current liabilities	**121,605**	99,129
Long-term debt	**304,136**	280,913
Deferred income taxes	**43,149**	43,771
Other non-current liabilities	**1,823**	2,189
Total liabilities	**470,713**	426,002
Commitments and contingencies—see Note 8		
Stockholders' Equity:		
Common stock—$.01 par value; 300,000 shares authorized; 99,204 and 98,194 shares issued and outstanding, respectively	**992**	982
Additional paid in capital	**255,328**	253,134
Deferred stock compensation—net of amortization of $11,741 and $9,429, respectively	**(2,767)**	(5,079)
Retained earnings (deficit)	**16,345**	(52,623)
Accumulated other comprehensive income	**1,942**	17,207
Total stockholders' equity	**271,840**	213,621
Total liabilities and stockholders' equity	**$ 742,553**	$ 639,623

See accompanying Notes to Condensed Consolidated Financial Statements.

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TEMPUR-PEDIC INTERNATIONAL INC. AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)

	Nine Months Ended September 30,	
	2005	**2004**
	(Unaudited)	**(Unaudited)**
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	**$ 68,968**	$ 51,127
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	**18,815**	16,938
Amortization of deferred financing costs	**1,804**	2,432
Loss on extinguishment of debt	**717**	—
Stock based compensation amortization	**2,312**	4,256
Allowance for doubtful accounts	**2,286**	2,992
Deferred income taxes	**(909)**	2,202
Foreign currency adjustments	**606**	53
Loss on sale of equipment and other	**574**	367
Changes in operating assets and liabilities:		
Accounts receivable	**(30,477)**	(35,709)
Inventories	**(23,917)**	4,232
Prepaid expenses and other current assets	**1,569**	(1,267)
Accounts payable	**6,275**	3,842
Accrued expenses and other	**2,078**	3,146
Income taxes	**28,375**	1,118
Net cash provided by operating activities	**79,076**	55,729
CASH FLOWS FROM INVESTING ACTIVITIES:		
Payments for trademarks and other intellectual property	**(1,520)**	—
Purchases of property, plant and equipment	**(68,139)**	(23,014)
Proceeds from sale of equipment	**327**	77
Net cash used by investing activities	**(69,332)**	(22,937)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from long-term Revolving Credit Facility	**73,500**	33,511
Repayments of long-term Revolving Credit Facility	**(22,000)**	(35,670)
Repayments of term loans	**(33,492)**	(25,506)
Repayments of Senior Subordinated Notes	**—**	(52,500)
Payments of deferred financing costs	**(250)**	(2,361)
Cash held in trust for repayment of Senior Subordinated Notes	**—**	60,243
Proceeds from issuance of common stock	**2,204**	797
Net cash provided (used) by financing activities	**19,962**	(21,486)
NET EFFECT OF EXCHANGE RATE CHANGES ON CASH	**(5,673)**	(362)
Increase in cash and cash equivalents	**24,033**	10,944
CASH AND CASH EQUIVALENTS, beginning of period	**28,368**	14,230
CASH AND CASH EQUIVALENTS, end of period	**$ 52,401**	$ 25,174
Supplemental cash flow information:		
Cash paid during the period for:		
Interest	**$ 17,337**	$ 20,897
Income taxes, net of refunds	**24,478**	24,411

See accompanying Notes to Condensed Consolidated Financial Statements.

TEMPUR-PEDIC INTERNATIONAL INC. AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)
(In thousands, except per share amounts)

(1) Summary of Significant Accounting Policies

(a) *Basis of Presentation and Description of Business*—Tempur-Pedic International Inc. and subsidiaries (Tempur-Pedic International or the Company) is a U.S.-based, multinational corporation incorporated in Delaware. The Company manufactures, markets, and sells advanced viscoelastic products including pillows, mattresses, and other related products. The Company manufactures essentially all of its products at two manufacturing facilities, with one located in Denmark and one in the U.S. The Company has sales and distribution companies operating in the U.S., Europe, and Asia Pacific. In addition, the Company has third party distributor arrangements in certain other countries where it does not have distribution companies. The Company sells its products in 60 countries and extends credit based on the creditworthiness of its customers.

The accompanying financial statements, prepared in accordance with the instructions to Form 10-Q and article 10 of Regulation S-X, are unaudited and do not include all of the information and disclosures required by generally accepted accounting principles in the U.S. for complete financial statements. Accordingly, these accompanying unaudited financial statements should be read in conjunction with the consolidated financial statements of the Company and related footnotes for the year ended December 31, 2004, included in the Company's Annual Report on Form 10-K.

The results of operations for the interim periods are not necessarily indicative of results of operations for a full year. It is the opinion of management that all necessary adjustments for a fair presentation of the results of operations for the interim periods have been made and are of a recurring nature unless otherwise disclosed herein.

(b) *Reclassifications*—Certain prior period amounts have been reclassified to conform to the 2005 presentation.

(c) *Basis of Consolidation*—The accompanying financial statements include the accounts of Tempur-Pedic International and its subsidiaries. All subsidiaries are wholly owned. All material intercompany balances and transactions have been eliminated.

(d) *Use of Estimates*—The preparation of financial statements in conformity with accounting principles generally accepted in the United States (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

(e) *Foreign Currency Translation*—Assets and liabilities of non-U.S. subsidiaries, whose functional currency is the local currency, are translated at period-end exchange rates. Income and expense items are translated at the average rates of exchange prevailing during the period. The adjustment resulting from translating the financial statements of such foreign subsidiaries are included in Accumulated other comprehensive income, a component of Stockholders' Equity. Foreign currency transaction gains and losses are reported in results of operations.

(f) *Financial Instruments and Hedging*—Derivative financial instruments are used within the normal course of business principally to manage foreign currency exchange rate risk. These instruments are generally short term in nature and are subject to fluctuations in foreign exchange rates and credit risk. Credit risk is managed through the selection of sound financial institutions as counterparties. The changes in fair market value of foreign exchange derivatives are recognized currently through earnings. The changes in fair market value of derivative financial instruments used to manage interest rates are recognized through Accumulated other comprehensive income.

(g) *Cash and Cash Equivalents*—Cash and cash equivalents consist of all investments with initial maturities of three months or less.

(In thousands, except per share amounts)

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(h) *Inventories*—Inventories are stated at the lower of cost or market, determined by the first-in, first-out method, and consisted of the following:

	September 30, 2005	December 31, 2004
Finished goods	**$ 64,959**	$ 42,848
Work-in-process	**6,715**	8,086
Raw materials and supplies	**15,485**	15,228
	$ 87,159	$ 66,162

(i) *Long Lived Assets*—In accordance with Statement of Financial Accounting Standards (SFAS) 144, "Accounting for the Impairment or Disposal of Long-lived Assets," long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of long-lived assets is assessed by a comparison of the carrying amount of the asset to the estimated future net cash flows expected to be generated by the asset. If estimated future undiscounted net cash flows are less than the carrying amount of the asset or group of assets, the asset is considered impaired and an expense is recorded in an amount required to reduce the carrying amount of the asset to its then fair value.

(j) *Goodwill and Other Intangible Assets*—The Company follows SFAS 142, "Goodwill and Other Intangible Assets". SFAS 142 requires that intangible assets with estimable useful lives be amortized over their respective estimated useful lives to their estimated residual values and reviewed for impairment in accordance with SFAS 144. The Company performs an annual impairment test on all existing goodwill in the fourth quarter of each year. The Company performed the annual impairment test in the fourth quarter of 2004 on all existing goodwill and no impairment existed as of December 31, 2004. If facts and circumstances lead the Company's management to believe that one of the Company's other intangible assets may be impaired, the Company will evaluate the extent to which the related cost is recoverable by comparing the future undiscounted cash flows estimated to be associated with that asset to the asset's carrying amount and write-down that carrying amount to fair value to the extent necessary.

The following table summarizes information relating to the Company's Other intangible assets:

		September 30, 2005			December 31, 2004		
	Useful Lives (Years)	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Unamortized indefinite life intangible assets:							
Trademarks		**$55,000**	**$ —**	**$55,000**	$55,000	$ —	$55,000
Amortized intangible assets:							
Technology	10	**$16,000**	**$ 4,667**	**$11,333**	$16,000	$ 3,467	$12,533
Patents	5-20	**5,734**	**2,959**	**2,775**	5,048	2,172	2,876
Customer database	5	**4,200**	**2,450**	**1,750**	4,200	1,820	2,380
Foam formula	10	**3,700**	**1,079**	**2,621**	3,700	802	2,898
Non-competition agreements and other	5	**2,891**	**1,952**	**939**	2,325	1,890	435
Total		**$87,525**	**$ 13,107**	**$74,418**	$86,273	$ 10,151	$76,122

TEMPUR-PEDIC INTERNATIONAL INC. AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)—(Continued)
(In thousands, except per share amounts)

Amortization expense relating to Other intangible assets was $996 and $976 for the three months ended September 30, 2005 and September 30, 2004, respectively. For the nine months ended September 30, 2005 and September 30, 2004, amortization expense relating to Other intangible assets was $2,956 and $3,218, respectively.

The changes in the carrying amount of Goodwill for the nine months ended September 30, 2005 are as follows:

Balance as of December 31, 2004	$ 200,810
Foreign currency translation adjustments and other	424
Balance as of September 30, 2005	$ 201,234

In addition, Goodwill has been allocated to the Domestic and International segments as follows:

	September 30, 2005	December 31, 2004
Domestic	**$ 89,971**	$ 87,627
International	**111,263**	113,183
	$ 201,234	$ 200,810

(k) *Accrued Sales Returns*—Estimated sales returns are provided at the time of sale based on historical sales returns. Tempur-Pedic International allows product returns up to 120 days following a sale. Accrued sales returns are included in Accrued expenses and other in the accompanying Condensed Consolidated Balance Sheets.

Tempur-Pedic International had the following activity for sales returns from December 31, 2004 to September 30, 2005:

Balance as of December 31, 2004	$ 6,562
Amounts accrued	32,272
Returns charged to accrual	(32,162)
Balance as of September 30, 2005	$ 6,672

(l) *Warranties*—The Company provides a 20-year warranty for U.S. sales and a 15-year warranty for non-U.S. sales on mattresses, each prorated for the last 10 years. The Company also provides a 2-year to 3-year warranty on pillows. Estimated future obligations related to these products are provided by charges to operations in the period in which the related revenue is recognized. Warranties are included in Accrued expenses and other in the Condensed Consolidated Balance Sheets.

Tempur-Pedic International had the following activity for warranties from December 31, 2004 to September 30, 2005:

Balance as of December 31, 2004	$ 3,749
Amounts accrued	3,972
Warranties charged to accrual	(4,767)
Balance as of September 30, 2005	$ 2,954

TEMPUR-PEDIC INTERNATIONAL INC. AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)—(Continued)
(In thousands, except per share amounts)

(m) *Income Taxes*—Deferred tax assets and liabilities are recognized for the future tax consequences attributable to temporary differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. In accordance with SFAS 5, “Accounting for Contingencies”, the Company accrues for probable foreign and domestic tax obligations as required by facts and circumstances in the various regulatory environments.

(n) *Revenue Recognition*—Sales of products are recognized when the products are shipped to customers and the risks and rewards of ownership are transferred. No collateral is required on sales made in the normal course of business. The allowance for doubtful accounts is the Company’s best estimate of the amount of probable credit losses in the Company’s existing accounts receivable. The Company determines the allowance based on historical write-off experience. The Company reviews the adequacy of its allowance for doubtful accounts quarterly. Account balances are charged off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. Allowance for doubtful accounts was $5,875 and $5,508 as of September 30, 2005 and December 31, 2004, respectively. Deposits made by customers are recorded as a liability and recognized as a sale when product is shipped. Tempur-Pedic International had $183 and $301 of deferred revenue included in Accrued expenses and other in the accompanying Condensed Consolidated Balance Sheets as of September 30, 2005 and December 31, 2004, respectively.

Tempur-Pedic International reflects all amounts billed to customers for shipping and handling in Net sales and the costs incurred from shipping and handling product in Cost of sales. Amounts included in Net sales for shipping and handling were approximately $5,606 and $6,299 for the three months ended September 30, 2005 and September 30, 2004, respectively. Amounts included in Net sales for shipping and handling were approximately $18,262 and $17,248 for the nine months ended September 30, 2005 and September 30, 2004, respectively. Amounts included in Cost of sales for shipping and handling were approximately $18,295 and $15,279 for the three months ended September 30, 2005 and September 30, 2004, respectively. Amounts included in Cost of sales for shipping and handling were approximately $57,578 and $42,396 for the nine months ended September 30, 2005 and September 30, 2004, respectively.

(o) *Advertising Costs*—Tempur-Pedic International expenses advertising costs as incurred except for production costs and advance payments, which are deferred and expensed when advertisements run for the first time. Direct response advance payments are deferred and are amortized over the life of the program. Advertising costs charged to expense were approximately $23,630 and $18,369 for the three months ended September 30, 2005 and September 30, 2004, respectively. For the nine months ended September 30, 2005 and September 30, 2004, advertising costs charged to expense were approximately $69,913 and $51,884, respectively. Advertising costs deferred and included in prepaid expenses and other current assets in the accompanying Condensed Consolidated Balance Sheets were approximately $5,124 and $6,228 as of September 30, 2005 and December 31, 2004, respectively.

(p) *Stock-Based Compensation*—In accordance with SFAS 123, “Accounting for Stock Based Compensation” (SFAS 123), the Company has elected to account for employee stock and option issuances under Accounting Principles Board Opinion 25, “Accounting for Stock Issued to Employees” (APB 25). Under APB 25 no compensation expense is recognized in the statements of income for stock granted to employees and non-employee directors, if the exercise price at least equals the fair value of the underlying stock on the date of grant. Stock options are granted under various stock compensation programs to employees. For purposes of pro forma disclosures in accordance with SFAS 123, the estimated fair value of the options is amortized to expense over the options’ vesting period.

TEMPUR-PEDIC INTERNATIONAL INC. AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)—(Continued)
(In thousands, except per share amounts)

Pro forma information in accordance with SFAS 123 is as follows for Tempur-Pedic International:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2005	**2004**	**2005**	**2004**
Net income as Reported	**$17,368**	$22,411	**$68,968**	$51,127
Add: Stock-based employee compensation expense included in reported net income, net of related tax benefit	**621**	1,266	**2,188**	4,256
Deduct: Total stock-based employee compensation expense determined under fair value based method for all awards, net of related tax benefit	**(1,718)**	(2,146)	**(5,427)**	(6,859)
Pro forma Net income	**$16,271**	$21,531	**$65,729**	$48,524
Earnings per share:				
Basic as reported	**$ 0.18**	$ 0.23	**$ 0.70**	$ 0.52
Diluted as reported	**$ 0.17**	$ 0.22	**$ 0.67**	$ 0.50
Basic—Pro forma Net income	**$ 0.16**	$ 0.22	**$ 0.67**	$ 0.50
Diluted—Pro forma Net income	**$ 0.16**	$ 0.21	**$ 0.64**	$ 0.47

Certain options granted during the year prior to the initial public offering in 2003 have exercise prices that are less than the deemed market value of the underlying common stock at the date of grant. The resulting unearned stock-based compensation is amortized to compensation expense over the respective vesting term, based on the "graded vesting" methodology. The Company had unearned stock-based compensation of $1,781, excluding restricted stock units, as of September 30, 2005. The Company recorded $553 of compensation expense for the three months ended September 30, 2005 and $1,983 for the nine months ended September 30, 2005, also excluding restricted stock units. The future amortization of these unearned stock-based compensation costs will be $462 for the remainder of 2005, $1,105 in 2006, and $214 in 2007.

In addition, the Company had unearned stock based compensation of $986 related to restricted stock units as of September 30, 2005. The Company recorded compensation expense related to restricted stock units of $110 for the three months ended September 30, 2005 and $328 for the nine months ended September 30, 2005. The future amortization of unearned stock-based compensation costs related to this restricted stock will be $110 for the remainder of 2005, $438 in 2006, and $438 in 2007.

(2) New Accounting Standards

FASB Staff Position (FSP) 109-2, "Accounting and Disclosure Guidance for the Foreign Earnings Repatriation Provision within the American Jobs Creation Act of 2004" (FSP 109-2), provides guidance under SFAS 109, "Accounting for Income Taxes," with respect to recording the potential impact of the repatriation provisions of the American Jobs Creation Act of 2004 (the Jobs Creation Act) on income tax expense and deferred tax liabilities. The Jobs Creation Act was enacted on October 22, 2004. FSP 109-2 states that an enterprise is allowed time beyond the financial reporting period of enactment to evaluate the effect of the Jobs Creation Act on its plan for reinvestment or repatriation of foreign earnings for purposes of applying SFAS 109. During the three months ended September 30, 2005, the Company completed the initial phase of its analysis of the Jobs Creation Act. In October 2005, the Company's Chief Executive Officer and Board of Directors approved a domestic reinvestment plan to repatriate $115,000. Subject to obtaining a favorable foreign tax ruling, the Company may repatriate up to an additional $55,000 in the fourth quarter of 2005, for a total $170,000 repatriation plan. Proceeds from the repatriation will be reinvested in the Company's U.S. operations consistent with the objectives of the Jobs Creation Act. See further discussion of the Jobs Creation Act in Note 9.

(In thousands, except per share amounts)

In December 2004, the FASB issued SFAS 123 (revised 2004), "Share-Based Payment" (SFAS 123R) which is a revision of SFAS 123, "Accounting for Stock-Based Compensation." SFAS 123R requires all share-based payments to employees, including grants of employee stock options, to be recognized in the financial statements based on their fair values. Pro forma disclosure will no longer be an alternative to financial statement recognition. On April 14, 2005, the SEC announced it would permit most registrants additional time to implement this statement. The SEC will allow registrants to implement this statement at the beginning of their next fiscal year. In accordance with this revised standard, the Company plans to adopt SFAS 123R on January 1, 2006, and is currently evaluating the impact it will have on the Consolidated Financial Statements.

In November 2004, the Financial Accounting Standards Board (FASB) issued SFAS 151, "Inventory Costs" (SFAS 151), which is an amendment of ARB 43, Chapter 4. SFAS 151 clarifies that abnormal amounts of idle facility expense, freight, handling costs, and wasted materials (spoilage) should be recognized as current-period charges and requires the allocation of fixed production overheads to inventory based on the normal capacity of the production facilities. In accordance with this standard, the Company adopted SFAS 151 on June 30, 2005. It did not have a material impact on the Condensed Consolidated Financial Statements.

(3) Property, Plant and Equipment

Property, plant and equipment, net consisted of the following:

	September 30, 2005	December 31, 2004
Land and buildings	**$ 67,331**	$ 71,606
Machinery and equipment	**91,837**	92,262
Construction in progress	**73,440**	12,330
	232,608	176,198
Total accumulated depreciation	**(49,757)**	(37,741)
	$ 182,851	$ 138,457

Construction in progress includes $1,420 of capitalized interest related to the construction of the Albuquerque, New Mexico manufacturing facility as of September 30, 2005.

TEMPUR-PEDIC INTERNATIONAL INC. AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)—(Continued)
(In thousands, except per share amounts)

(4) Financing Arrangements

(a) *Long-term Debt*—Long-term debt for Tempur-Pedic International consisted of the following:

	September 30, 2005	December 31, 2004
Senior Credit Facility:		
U.S. Term Loan A payable to a lender, interest at Index Rate or IBOR plus applicable margin (7.00% and 4.81% at September 30, 2005 and December 31, 2004, respectively), principal payments due quarterly through September 30, 2008 with a final payment on November 1, 2008	**$ 7,776**	$ 8,966
U.S. Term Loan B payable to a lender, interest at Index Rate or IBOR plus applicable margin (7.25% and 4.81% at September 30, 2005 and December 31, 2004, respectively), principal payments due quarterly through September 30, 2009	**131,962**	132,975
European Term Loan A (USD Denominated) payable to a lender, interest at IBOR plus margin (4.81% at December 31, 2004); balance paid in full on March 31, 2005	**—**	17,642
European Term Loan A (EUR Denominated) payable to a lender, interest at IBOR plus margin (4.43% at December 31, 2004); balance paid in full on March 31, 2005	**—**	13,577
U.S. Long-Term Revolving Credit Facility payable to a lender, interest at IBOR or Index Rate plus applicable margin (7.00% at September 30, 2005 and 4.75% at December, 31 2004), commitment through and due November 1, 2008	**20,000**	17,000
European Long-Term Revolving Credit Facility (including the European Working Capital Loan Commitment) payable to a lender, interest at IBOR or Index Rate plus applicable margin, commitment through and due November 1, 2008	**—**	—
Unsecured Revolving Credit Facility:		
Revolving Credit Facility payable to a lender, interest at Prime less 50 basis points (6.25% at September 30, 2005)	**48,500**	—
Senior Subordinated Notes:		
Senior Subordinated Notes payable to institutional investors, interest at 10.25%, due August 15, 2010	**97,500**	97,500
Other:		
Mortgages payable to a bank, secured by certain property, plant and equipment and other assets, bearing fixed interest at 4.7% to 5.1%	**1,576**	2,011
	307,314	289,671
Less: Current portion	**3,178**	8,758
Long-term debt	**$ 304,136**	$ 280,913

(b) *Senior Credit Facility*—At September 30, 2005, Tempur-Pedic International had $60,000 of long-term Revolving and Working Capital Loan Commitments under the Senior Credit Facility, which was comprised of a $40,000 U.S. Revolving Loan Commitment; a $15,000 European Revolving Loan Commitment; and a $5,000 European Working Capital Loan Commitment. The Senior Credit Facility subjected Tempur-Pedic International Inc. and its subsidiaries to certain financial covenants, including: a minimum interest coverage ratio; a maximum leverage ratio, and a minimum fixed charge coverage ratio in each case as defined. The Company was in compliance with all covenants as of September 30, 2005.

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(c) *Unsecured Revolving Credit Facility*—At September 30, 2005, Tempur Production USA, Inc., a subsidiary of Tempur-Pedic International Inc., had an Unsecured Revolving Credit Facility of $50,000 with a bank which was guaranteed on an unsecured basis by a subsidiary of Tempur-Pedic International Inc. As of September 30, 2005, the facility had a maturity date of December 2, 2005. On October 18, 2005, the Company repaid this with proceeds from the Company's new global senior credit facility. Accordingly, amounts outstanding under the Unsecured Revolving Credit Facility are reflected as long-term debt in the September 30, 2005 Condensed Consolidated Balance Sheet.

(d) *Senior Subordinated Notes*—In 2003, Tempur-Pedic, Inc. and Tempur Production USA, Inc. (Issuers) issued $150,000 aggregate principal amount of 10.25% Senior Subordinated Notes due 2010 (Senior Subordinated Notes). The Senior Subordinated Notes are unsecured senior subordinated indebtedness of the Issuers and are fully and unconditionally, and jointly and severally guaranteed on an unsecured senior subordinated basis by the Issuers' ultimate parent, Tempur-Pedic International, and certain other subsidiaries of Tempur-Pedic International. The Senior Subordinated Notes have no mandatory redemption or sinking fund requirements; however, they do provide for partial redemption at the Issuer's option under certain circumstances prior to August 15, 2006, and full redemption at the Issuer's option on or after August 15, 2007 at a redemption price of 105.125%.

On January 23, 2004, the Issuers redeemed an aggregate principal amount of $52,500 of outstanding Senior Subordinated Notes. The redemption price was 110.25% of the principal amount plus accrued interest, and the redemption was funded with a portion of the net proceeds from the initial public offering of the Company. The Company reflected the $5,381 redemption premium as a Loss on extinguishment of debt included in Other income (expense), net in the nine months ended September 30, 2004.

The Senior Subordinated Notes contain certain nonfinancial and financial covenants which include restrictions on: the declaration or payment of dividends and distributions; the payment, purchase, redemption, defeasance, acquisition or retirement of subordinated indebtedness; the granting of liens; the making of loans and the transfer of properties and assets; mergers; consolidations or sale of assets; the acquisition or creation of additional subsidiaries; and the sale and leaseback of assets. The Company was in compliance with all covenants as of September 30, 2005.

(e) *Subsequent Event—New Senior Credit Facility*—On October 18, 2005, Tempur-Pedic International Inc. entered into a credit agreement (the New Credit Agreement) with Tempur-Pedic, Inc., Tempur Production USA, Inc., Dan-Foam ApS, certain other subsidiaries of Tempur-Pedic International, Inc., and other banks. The Company used proceeds from the New Credit Agreement to pay off amounts outstanding under its prior Senior Credit Facility and Unsecured Revolving Credit Facility. The prior Senior Credit Facility was terminated upon repayment, and the Company recorded a one-time, non-cash write-off of $3,528 in the fourth quarter of 2005 related to deferred financing charges from its prior Senior Credit Facility.

The New Credit Agreement consists of domestic and foreign credit facilities that provide for the incurrence of indebtedness up to an aggregate principal amount of $340,000. The domestic credit facility is a five-year, $200,000 revolving credit facility. The foreign credit facilities consist of a $30,000 revolving credit facility and $110,000 delayed-draw term loan. The various credit facilities bear interest at a rate equal to the New Credit Agreement's applicable margin, as determined in accordance with a performance pricing grid set forth in the New Credit Agreement, plus one of the following indexes: (i) LIBOR and (ii) for U.S. dollar-denominated loans only, a base rate (defined as the higher of (a) the Bank of America prime rate and (b) the Federal Funds rate plus .50%). The New Credit Agreement is guaranteed by Tempur-Pedic International Inc. and two wholly owned subsidiaries, Tempur World, LLC and Tempur World Holdings, LLC. The maturity date of the New Credit Agreement is October 18, 2010. The New Credit Agreement contains certain financial covenants and requirements affecting the Company and its subsidiaries, the most significant of which are a fixed charge coverage ratio requirement and a consolidated leverage ratio requirement.

On October 18, 2005, the Company repaid the amounts outstanding of $156,345 under the prior Senior Credit Facility and used the remaining availability of the $200,000 domestic revolving credit facility under the New Credit Agreement to repay $42,298 of the Unsecured Revolving Credit Facility. Dan-Foam ApS borrowed $85,000 under the foreign term loan component of the New Credit Agreement and used $30,000 of cash on hand to fund the $115,000 repatriation of foreign earnings under the American Jobs Creation Act of 2004. See Note 9 for further discussion of the American Jobs Creation Act of 2004.

(f) *Subsequent Event—Industrial Revenue Bonds*—On October 27, 2005, Tempur Production USA, Inc. (Tempur Production), a subsidiary of Tempur-Pedic International Inc., completed an industrial revenue bond financing for the construction and equipping of Tempur Production's new manufacturing facility (the Project) located in Bernalillo County, New Mexico (Bernalillo County). Under the terms of the financing, Bernalillo County will issue up to $75,000 of Series 2005A Taxable Variable Rate Industrial Revenue Bonds (the Series A Bonds). The Series A Bonds will be marketed to third parties by a remarketing agent and secured by a letter of credit issued under the Company's new U.S. revolver and purchased by qualified investors. The Series A Bonds have a final maturity date of September 1, 2030. The interest rate on the Series A Bonds is a weekly rate set by the remarketing agent, in its sole discretion, though the interest rate may not exceed the lesser of (i) the highest rate allowed under New Mexico law, or (ii) 12% per annum. On October 27, 2005, Tempur Production made an initial draw of $53,925 on the Series A Bonds. The Company used proceeds from the Series A Bonds to pay down the domestic revolving credit facility under the New Credit Agreement.

Bernalillo County will also issue up to $25,000 of Series 2005B Taxable Fixed Rate Industrial Revenue Bonds (the Series B Bonds, and collectively with the Series A Bonds, the Bonds). The Series B Bonds will be sold to Tempur World LLC, will not be secured by the letter of credit described above, and will be held by Tempur World, LLC representing the Company's equity in the Project. The Series B Bonds have a final maturity date of September 1, 2035. The interest rate on the Series B Bonds is fixed at 7.75%. On October 27, 2005, Tempur Production made an initial draw of $17,975, which was transferred to and used by Tempur World LLC to purchase the Series B Bonds as discussed above.

On October 27, 2005, Tempur Production transferred its interest in the Project to Bernalillo County, and Bernalillo County leased the Project back to Tempur Production on a long-term basis with the right to repurchase the Project for one dollar when the Bonds are retired. Pursuant to the lease agreement, Tempur Production will pay rent to Bernalillo County in an amount sufficient to pay debt service on the Bonds and certain fees and expenses. The Bonds are not general obligations of Bernalillo County, but are special, limited obligations payable solely from bond proceeds, rent paid by Tempur Production under the lease agreement, and other revenues. The substance of the transaction is such that Bernalillo County issued the Bonds on behalf of Tempur Production. Therefore, the Company recorded a net long-term debt of $53,925 in its consolidated balance sheet on the date of the transaction.

(5) Stockholders' Equity

(a) *Capital Stock*—Tempur-Pedic International Inc.'s authorized shares of capital stock are 300,000 shares of common stock and 10,000 shares of preferred stock. Subject to preferences that may be applicable to any outstanding preferred stock, holders of the common stock are entitled to receive ratably such dividends as may be declared from time to time by the Board of Directors out of funds legally available for that purpose. In the event of liquidation, dissolution, or winding up, the holders of the common stock are entitled to share ratably in all assets remaining after payment of liabilities, subject to prior distribution rights of preferred stock, if any, then outstanding.

(b) *Subsequent Event—Share Repurchase Program*—On October 18, 2005, the Tempur-Pedic International Inc.'s Board of Directors authorized the repurchase of up to $80,000 of the common stock. Share repurchases under this program may be made through open market transactions, negotiated purchases or otherwise, at times and in such amounts as management and a committee of the Board deem appropriate. The Company will not purchase shares from insiders. The timing and actual number of shares repurchased will depend on a variety of factors including price, financing and regulatory requirements and other market conditions. Repurchases may also be made under a Rule 10b5-1 plan, which would permit shares to be repurchased when the Company might otherwise be precluded from doing so under insider trading laws. This share repurchase program may be limited, suspended or terminated at any time without prior notice. The Company expects to fund these share repurchases from borrowings under the New Credit Agreement and funds from operations.

(6) Stock based Compensation

(a) *2002 Option Plan*—On November 1, 2002, Tempur-Pedic International Inc. adopted the 2002 Option Plan to provide for grants of options to purchase shares of Class B-1 common stock to employees and directors of the Company. Options granted under the 2002 Option Plan which qualify as incentive stock options, as defined by the Internal Revenue Code of 1986, as amended (the Code), must have an exercise price of not less than the fair market value of the Class B-1 common stock at the date of grant. The determination of the exercise price was made by the Board of Directors. Options granted under the 2002 Option Plan provided for vesting terms as determined by the Board of Directors at the time of grant. Options can be exercised up to ten years from the grant date and up to five years from the date of grant for any stockholders who own 10% or more of the total combined voting power of all shares of stock. Tempur-Pedic International Inc. currently anticipates there will be no additional options issued under this plan.

(b) *Tempur-Pedic International 2003 Equity Incentive Plan*—The 2003 Equity Incentive Plan (the 2003 Plan) is administered by the Compensation Committee of the Board of Directors, which, together with the Board of Directors, has the exclusive authority, including the power to determine eligibility to receive awards, the types and number of shares of stock subject to the awards, the price and timing of awards and the acceleration or waiver of any vesting, and performance of forfeiture restriction. The Compensation Committee, however, does not have the authority to waive any performance restrictions for performance-based awards.

Any of the Company's employees, non-employee directors, consultants and Company advisors, as determined by the Compensation Committee, may be selected to participate in the 2003 Plan. The 2003 Plan provides for awards of stock options, stock appreciation rights, restricted stock and stock unit awards, performance shares, stock grants and performance based awards.

(c) *Tempur-Pedic International 2003 Employee Stock Purchase Plan*—The 2003 Employee Stock Purchase Plan (2003 ESPP) permits eligible employees to purchase up to certain limits as defined in the 2003 ESPP of Tempur-Pedic International Inc.'s common stock annually over the course of two semi-annual offering periods at a price of no less than 85% of the price per share of the common stock either at the beginning or the end of each nine-month offering period, whichever is less. The Compensation Committee of the Board of Directors administers the 2003 ESPP. The Board of Directors may amend or terminate the 2003 ESPP. The 2003 ESPP complies with the requirements of Section 423 of the Code. Tempur-Pedic International Inc. may issue a maximum of 500 shares of its common stock under the 2003 ESPP.

TEMPUR-PEDIC INTERNATIONAL INC. AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)—(Continued)
(In thousands, except per share amounts)

(7) Comprehensive Income

Comprehensive income is as follows:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2005	2004	2005	2004
Net income	**$17,368**	$22,411	**$ 68,968**	$51,127
Other comprehensive income, net of tax:				
Financial instruments accounted for as hedges	**1**	(6)	**26**	(110)
Foreign currency translation	**(1,314)**	1,078	**(15,291)**	(967)
Comprehensive income	**$16,055**	$23,483	**$ 53,703**	$50,050

(8) Commitments and Contingencies

(a) *Securities Litigation*—Starting on or about October 7, 2005, several purported class actions were filed against Tempur-Pedic International Inc. and four of its directors and officers in the United States District Court for the Eastern District of Kentucky (Lexington Division) on behalf of shareholders who purchased Tempur-Pedic International Inc.'s stock between April 22, 2005 and September 19, 2005 (the Securities Law Complaints). The Securities Law Complaints assert claims arising under Sections 10(b) and 20(a) of the Securities Exchange Act of 1934. The Securities Law Complaints allege that certain of the Company's public disclosures regarding its financial performance between April 22, 2005 and September 19, 2005 were false and/or misleading. The principal allegation set forth in the Securities Law Complaints is that the Company did not disclose the impact of competition on its prospects. The plaintiffs seek compensatory damages, costs, fees and other relief within the Court's discretion. The Company strongly believes that the lawsuits lack merit, and the Company intends to defend against the claims vigorously. However, due to the inherent uncertainties of litigation, the Company cannot predict the outcome of the lawsuits at this time, and the Company can give no assurance that these lawsuits will not have a material adverse affect on the Company's financial position or results of operations.

The Company is also party to various other legal proceedings generally incidental to its business. Although the ultimate disposition of these proceedings is not presently determinable, management does not believe that adverse determinations in any or all of such proceedings will have a materially adverse effect upon the financial condition, liquidity or results of operations of the Company.

(b) *Purchase Commitments*—As of September 30, 2005, the Company had outstanding commitments of approximately $21,300 for capital expenditures related to the construction of the manufacturing facility in Albuquerque, New Mexico.

(9) Income Taxes

(a) *American Jobs Creation Act of 2004—Repatriation of Foreign Earnings*—On October 22, 2004, the President signed the American Jobs Creation Act of 2004 (the Jobs Creation Act), which provides a temporary elective 85% dividends received deduction for cash dividends paid by foreign subsidiaries to their U.S. corporate shareholder in either 2004 or 2005. During the three months ended September 30, 2005, the Company completed the initial phase of its analysis of the Jobs Creation Act. In October 2005, the Company's Chief Executive Officer and Board of Directors approved a domestic reinvestment plan to repatriate $115,000 in foreign earnings during 2005. On October 19, 2005, the Company repatriated the $115,000 planned dividend. Subject to obtaining a favorable foreign tax ruling, the Company may repatriate up to an additional $55,000 in the fourth quarter of 2005, for a total $170,000 repatriation plan. Proceeds from the repatriation will be reinvested in the Company's U.S. operations consistent with the objectives of the Jobs Creation Act.

(b) *Provision for Income Taxes*—The Company recognized tax expense of $6,491 in the three months ended September 30, 2005, or $0.06 per fully diluted share, related to the Jobs Creation Act. This tax expense consists of federal taxes of $7,591, state taxes, net of federal benefits, of $228, and a net tax benefit of $1,328 related to the utilization of foreign tax credits, and reflects the impact of previously taxed Subpart F and Section 956 income and resulting foreign exchange gain on actual distribution. Subject to obtaining a favorable foreign tax ruling, the Company may repatriate up to an additional $55,000 in the fourth quarter of 2005, however no additional taxes will be provided due to the utilization of otherwise excess foreign tax credits.

The Company's effective tax rates for the three months and nine months ended September 30, 2005 were 53.8% and 43.0%, respectively, including the $6,491 tax expense related to the repatriation under the provisions of the Jobs Creation Act. In addition to the one-time charge related to the repatriation, other reconciling items between the federal statutory income tax rate of 35.0% and the effective tax rates for the periods include state income taxes, differences in U.S. statutory rates and foreign tax rates, foreign income currently taxable in the U.S., compensation expense associated with certain options granted prior to the initial public offering, and certain other permanent differences.

Excluding the impact of the transactions and adjustments described above, the Company's effective tax rates would have been 36.5% and 37.6% for the three months and nine months ended September 30, 2005, respectively. The effective tax rate was 38.5% for both the three and nine months ended September 30, 2004.

At September 30, 2005, Tempur-Pedic International had remaining undistributed earnings of $8,047 from its foreign subsidiaries determined under U.S. tax principles as of November 1, 2002 related to the period prior to the acquisition of Tempur World Inc. by Tempur-Pedic International Inc, translated into U.S. dollars at the applicable exchange rate on September 30, 2005. All pre-acquisition earnings of $60,810 related to Dan Foam ApS were distributed as part of the $115,000 repatriation plan under the Jobs Creation Act. The remaining balance of $8,047 relates to other foreign subsidiaries. No provisions have been made for U.S. income taxes or foreign withholding taxes on the remaining $8,047 of undistributed earnings, as these earnings are considered indefinitely reinvested.

In addition, Tempur-Pedic International had remaining undistributed earnings from its foreign subsidiaries determined under U.S. generally accepted accounting principles for the period November 1, 2002 through September 30, 2005 of $116,181. As part of the $115,000 repatriation plan under the Jobs Creation Act, $54,190 of post-acquisition earnings of Dan Foam ApS, translated at the September 30, 2005 exchange rate, were distributed. No provisions have been made for U.S. income taxes or foreign withholding taxes on the remaining $116,181 of undistributed earnings, as these earnings are considered indefinitely reinvested.

During the first quarter of 2005, the State of Kentucky enacted House Bill 272 (HB 272). HB 272 extensively reformed Kentucky's tax code and it may impact the Company as the corporate headquarters are located in Kentucky. The Company is currently evaluating the effects of HB 272 and requested a ruling regarding the Company's ability to elect a consolidated filing status from the Kentucky Department of Revenue in the third quarter of 2005. The Company expects a ruling in the fourth quarter.

(10) Major Customers

The top five customers for both the three months ended September 30, 2005 and September 30, 2004 accounted for approximately 13% of the Company's Net sales. These top five customers also accounted for

TEMPUR-PEDIC INTERNATIONAL INC. AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)—(Continued)
(In thousands, except per share amounts)

approximately 21% and 15% of accounts receivable as of September 30, 2005 and September 30, 2004, respectively. For the nine months ended September 30, 2005 and September 30, 2004, the top five customers accounted for approximately 11% and 13% of the Company's Net sales, respectively. These same customers also accounted for approximately 19% and 15% of accounts receivable as of September 30, 2005 and September 30, 2004, respectively. The loss of one or more of these customers could negatively impact the Company. The composition of our top five customers varies between the periods ended September 30, 2005 and September 30, 2004.

(11) Earnings Per Share

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2005	**2004**	**2005**	**2004**
Numerator:				
Net income	**$ 17,368**	$ 22,411	**$ 68,968**	$ 51,127
Denominator:				
Denominator for basic earnings per share—weighted average shares	**99,090**	97,763	**98,770**	97,601
Effect of dilutive securities:				
Employee stock options	**4,256**	5,273	**4,401**	5,332
Denominator for diluted earnings per share—adjusted weighted average shares	**103,346**	103,036	**103,171**	102,933
Basic earnings per share	**$ 0.18**	$ 0.23	**$ 0.70**	$ 0.52
Diluted earnings per share	**$ 0.17**	$ 0.22	**$ 0.67**	$ 0.50

(12) Business Segment Information

The Company operates in two business segments: Domestic and International. These reportable segments are strategic business units that are managed separately based on the fundamental differences in their operations. The Domestic segment consists of the U.S. manufacturing facility, whose customers include the U.S. distribution subsidiary and certain North American third party distributors. The International segment consists of the manufacturing facility in Denmark, whose customers include all of the distribution subsidiaries and third party distributors outside the Domestic segment. The Company evaluates segment performance based on Net sales and Operating income.

The following table summarizes Total assets by segment:

	September 30, 2005	December 31, 2004
Total assets:		
Corporate	**$ 563,393**	$ 393,202
Domestic	**555,254**	439,845
International	**352,303**	345,040
Intercompany eliminations	**(728,397)**	(538,464)
	$ 742,553	$ 639,623

TEMPUR-PEDIC INTERNATIONAL INC. AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)—(Continued)
(In thousands, except per share amounts)

The following tables summarize other segment information:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2005	**2004**	**2005**	**2004**
Net sales from external customers:				
Corporate	**$ —**	$ —	**$ —**	$ —
Domestic	**132,323**	119,559	**404,307**	304,256
International	**73,772**	62,178	**216,782**	182,204
	$206,095	$181,737	**$621,089**	$486,460
Inter-segment sales:				
Corporate	**$ —**	$ —	**$ —**	$ —
Domestic	**—**	—	**—**	—
International	**14,323**	(4,091)	**38,237**	(12,463)
Intercompany eliminations	**(14,323)**	4,091	**(38.237)**	12,463
	$ —	$ —	**$ —**	$ —
Operating income/(loss):				
Corporate	**$ (3,761)**	$ (4,785)	**$ (11,463)**	$ (13,432)
Domestic	**23,223**	32,231	**83,849**	73,591
International	**23,356**	15,389	**64,409**	46,199
	$ 42,818	$ 42,835	**$136,795**	$106,358
Depreciation and amortization (excluding stock-based compensation amortization):				
Corporate	**$ 116**	$ 130	**$ 329**	$ 640
Domestic	**3,031**	2,668	**8,783**	7,165
International	**3,078**	3,164	**9,703**	9,133
	$ 6,225	$ 5,962	**$ 18,815**	$ 16,938

The following table sets forth Net sales by significant product group:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2005	**2004**	**2005**	**2004**
Mattresses	**$ 139,162**	$ 119,754	**$ 424,042**	$ 306,109
Pillows	**30,950**	33,036	**92,860**	100,282
All other	**35,983**	28,947	**104,187**	80,069
	$ 206,095	$ 181,737	**$ 621,089**	$ 486,460

During the course of normal operations, the Domestic segment purchases inventory from the Danish manufacturing facility. These purchases are included in the International segment as Intercompany sales. The Intercompany profits on these sales are eliminated from the International segment when the manufacturing profit in ending finished goods inventory is eliminated during the consolidation of the Company's results. These manufacturing profits were $1,524 and $937 for the three months ended September 30, 2005 and September 30, 2004, respectively, and $4,963 and $2,736 for the nine months ended September 30, 2005 and September 30, 2004, respectively.

(13) Condensed Consolidating Interim Financial Information

The Issuers issued $150,000 aggregate principal amount of Senior Subordinated Notes in 2003. The Senior Subordinated Notes are unsecured senior subordinated indebtedness of the Issuers and are fully and unconditionally, and jointly and severally, guaranteed on an unsecured senior subordinated basis by the Issuers' ultimate parent, Tempur-Pedic International, and two intermediate parent corporations (referred to as the Combined Guarantor Parents) and all of Tempur-Pedic International's current and future domestic subsidiaries (referred to collectively as the Combined Guarantor Subsidiaries), other than the Issuers. The Issuers and subsidiary guarantors are indirectly 100% owned subsidiaries of the Combined Guarantor Parents and the subsidiary guarantors are 100% owned subsidiaries of the Issuers. The foreign subsidiaries (referred to as Combined Non-Guarantor Subsidiaries) represent the foreign operations of the Company and will not guarantee this debt. The following financial information presents Condensed Consolidating Balance Sheets, Statements of Income, and Statements of Cash Flows for the Combined Guarantor Parents, Issuers and their Subsidiary Guarantors and Combined Non-Guarantor Subsidiaries. During 2004, one of the Issuers established a new legal entity (Tempur-Pedic Retail, Inc.). Accordingly, Tempur-Pedic Retail, Inc. has been reflected as a Combined Guarantor Subsidiary.

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TEMPUR-PEDIC INTERNATIONAL INC. AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)—(Continued)
(In thousands, except per share amounts)

Condensed Consolidating Statements of Income
For the Three Months Ended September 30, 2005
(Unaudited)

	Ultimate Parent	Combined Issuer Subsidiaries	Combined Guarantor Parents	Combined Guarantor Subsidiaries	Combined Non-Guarantor Subsidiaries	Consolidating Adjustments	Consolidated
Net sales	$ —	$ 2,576	$ —	$ 129,746	$ 88,096	$ (14,323)	$ 206,095
Cost of goods sold	37	1,300	(290)	74,979	41,874	(14,323)	103,577
Gross profit	(37)	1,276	290	54,767	46,222	—	102,518
Operating expenses	1,166	4,807	2,848	28,013	22,866	—	59,700
Operating income (loss)	(1,203)	(3,531)	(2,558)	26,754	23,356	—	42,818
Interest income (expense), net	(5)	(4,133)	(1,114)	15	158	—	(5,079)
Other income (loss)	1	25,955	12	(25,954)	(174)	—	(160)
Income taxes	—	6,537	6,852	63	6,759	—	20,211
Net income (loss)	$(1,207)	$ 11,754	$(10,512)	$ 752	$ 16,581	$ —	$ 17,368

Condensed Consolidating Statements of Income
For the Three Months Ended September 30, 2004
(Unaudited)

	Ultimate Parent	Combined Issuer Subsidiaries	Combined Guarantor Parents	Combined Guarantor Subsidiaries	Combined Non-Guarantor Subsidiaries	Consolidating Adjustments	Consolidated
Net sales	$ —	$ 2,206	$ —	$ 117,353	$ 66,269	$ (4,091)	$ 181,737
Cost of goods sold	—	1,138	(254)	58,781	30,083	(4,091)	85,657
Gross profit	—	1,068	254	58,572	36,186	—	96,080
Operating expenses	1,578	4,638	3,461	23,709	19,859	—	53,245
Operating income (loss)	(1,578)	(3,570)	(3,207)	34,863	16,327	—	42,835
Interest income (expense), net	—	(4,287)	(739)	—	(1,194)	—	(6,220)
Other income (loss)	—	13,029	(48)	(13,026)	(130)	—	(175)
Income taxes	—	7,677	(2,580)	3,235	5,697	—	14,029
Net income (loss)	$(1,578)	$ (2,505)	$ (1,414)	$ 18,602	$ 9,306	$ —	$ 22,411

TEMPUR-PEDIC INTERNATIONAL INC. AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)—(Continued)
(In thousands, except per share amounts)

Condensed Consolidating Statements of Income
For the Nine Months Ended September 30, 2005
(Unaudited)

	Ultimate Parent	Combined Issuer Subsidiaries	Combined Guarantor Parents	Combined Guarantor Subsidiaries	Combined Non-Guarantor Subsidiaries	Consolidating Adjustments	Consolidated
Net sales	$ —	$ 7,059	$ —	$ 397,247	$ 255,020	$ (38,237)	$ 621,089
Cost of goods sold	37	3,463	(883)	218,489	122,924	(38,237)	305,793
Gross profit	(37)	3,596	883	178,758	132,096	—	315,296
Operating expenses	3,909	13,877	8,400	84,628	67,687	—	178,501
Operating income (loss)	(3,946)	(10,281)	(7,517)	94,130	64,409	—	136,795
Interest income (expense), net	(5)	(11,873)	(3,170)	26	(284)	—	(15,306)
Loss on extinguishment of debt	—	—	—	—	(717)	—	(717)
Other income (loss)	16	75,390	359	(75,815)	217	—	167
Income taxes	—	23,109	5,418	3,449	19,995	—	51,971
Net income (loss)	$(3,935)	$ 30,127	$(15,746)	$ 14,892	$ 43,630	$ —	$ 68,968

Condensed Consolidating Statements of Income
For the Nine Months Ended September 30, 2004
(Unaudited)

	Ultimate Parent	Combined Issuer Subsidiaries	Combined Guarantor Parents	Combined Guarantor Subsidiaries	Combined Non-Guarantor Subsidiaries	Consolidating Adjustments	Consolidated
Net sales	$ —	$ 5,087	$ —	$ 299,169	$ 194,667	$ (12,463)	$ 486,460
Cost of goods sold	—	2,529	(654)	151,131	87,685	(12,463)	228,228
Gross profit	—	2,558	654	148,038	106,982	—	258,232
Operating expenses	5,204	12,996	8,882	66,745	58,047	—	151,874
Operating income (loss)	(5,204)	(10,438)	(8,228)	81,293	48,935	—	106,358
Interest income (expense), net	—	(13,440)	(1,933)	20	(2,512)	—	(17,865)
Loss on extinguishment of debt	—	(5,381)	—	—	—	—	(5,381)
Other income (loss)	—	44,175	38	(44,077)	(115)	—	21
Income taxes	—	16,883	(3,734)	2,988	15,869	—	32,006
Net income (loss)	$(5,204)	$ (1,967)	$ (6,389)	$ 34,248	$ 30,439	$ —	$ 51,127

TEMPUR-PEDIC INTERNATIONAL INC. AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)—(Continued)
(In thousands, except per share amounts)

Condensed Consolidating Balance Sheets
As of September 30, 2005
(Unaudited)

	Ultimate Parent	Combined Issuer Subsidiaries	Combined Guarantor Parents	Combined Guarantor Subsidiaries	Combined Non-Guarantor Subsidiaries	Consolidating Adjustments	Consolidated
Current assets	$ 3,291	$ 133,871	$ 3,146	$ 60,756	$ 156,830	$ (82,804)	$ 275,090
Property, plant and equipment, net	—	119,550	528	5,158	57,615	—	182,851
Other noncurrent assets	191,011	301,834	365,417	1,654	137,859	(713,163)	284,612
Total assets	$ 194,302	$ 555,255	$ 369,091	$ 67,568	$ 352,304	$ (795,967)	$ 742,553
Current liabilities	$ 513	$ (2,007)	$ 57,400	$ 85,168	$ 63,335	$ (82,804)	$ 121,605
Noncurrent liabilities	—	547,006	198,636	50	151,152	(547,736)	349,108
Equity (deficit)	193,789	10,256	113,055	(17,650)	137,817	(165,427)	271,840
Total liabilities and equity (deficit)	$ 194,302	$ 555,255	$ 369,091	$ 67,568	$ 352,304	$ (795,967)	$ 742,553

Condensed Consolidating Balance Sheets
As of December 31, 2004

	Ultimate Parent	Combined Issuer Subsidiaries	Combined Guarantor Parents	Combined Guarantor Subsidiaries	Combined Non-Guarantor Subsidiaries	Consolidating Adjustments	Consolidated
Current assets	$ 3,470	$ 84,322	$ 13,569	$ 48,112	$ 133,162	$ (68,789)	$ 213,846
Property, plant and equipment, net	—	63,538	613	4,235	70,071	—	138,457
Other noncurrent assets	108,538	291,986	267,011	891	141,808	(522,914)	287,320
Total assets	$ 112,008	$ 439,846	$ 281,193	$ 53,238	$ 345,041	$ (591,703)	$ 639,623
Current liabilities	$ 1,046	$ (24,047)	$ 50,767	$ 84,670	$ 55,482	$ (68,789)	$ 99,129
Noncurrent liabilities	—	505,015	198,182	96	180,196	(556,616)	326,873
Equity (deficit)	110,962	(41,122)	32,244	(31,528)	109,363	33,702	213,621
Total liabilities and equity (deficit)	$ 112,008	$ 439,846	$ 281,193	$ 53,238	$ 345,041	$ (591,703)	$ 639,623

TEMPUR-PEDIC INTERNATIONAL INC. AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)—(Continued)
(In thousands, except per share amounts)

Condensed Consolidating Statements of Cash Flows
For the Nine Months Ended September 30, 2005
(Unaudited)

	Ultimate Parent	Combined Issuer Subsidiaries	Combined Guarantor Parents	Combined Guarantor Subsidiaries	Combined Non-Guarantor Subsidiaries	Consolidating Adjustments	Consolidated
Net (loss) income	$(3,935)	$ 30,127	$(15,746)	$ 14,892	$ 43,630	$ —	$ 68,968
Non-cash expenses	2,296	11,120	826	1,001	10,962	—	26,205
Changes in working capital	(1,479)	(26,242)	15,451	(14,325)	10,498	—	(16,097)
Net cash (used in) / provided by operating activities	(3,118)	15,005	531	1,568	65,090	—	79,076
Net cash used for investing activities	—	(61,808)	(1,585)	(1,655)	(4,284)	—	(69,332)
Net cash provided by / (used in) financing activities	2,221	48,551	475	—	(31,285)	—	19,962
Effect on exchange rate changes on cash	—	—	—	—	(5,673)	—	(5,673)
Net (decrease) increase in cash and cash equivalents	(897)	1,748	(579)	(87)	23,848	—	24,033
Cash and cash equivalents at beginning of period	970	551	607	219	26,021	—	28,368
Cash and cash equivalents at end of period	$ 73	$ 2,299	$ 28	$ 132	$ 49,869	$ —	$ 52,401

Condensed Consolidating Statements of Cash Flows
For the Nine Months Ended September 30, 2004
(Unaudited)

	Ultimate Parent	Combined Issuer Subsidiaries	Combined Guarantor Parents	Combined Guarantor Subsidiaries	Combined Non-Guarantor Subsidiaries	Consolidating Adjustments	Consolidated
Net (loss) income	$(5,204)	$ (1,967)	$ (6,389)	$ 34,248	$ 30,439	$ —	$ 51,127
Non-cash expenses	4,256	9,037	794	2,651	12,502	—	29,240
Changes in working capital	(4,500)	(19,915)	6,580	(32,879)	26,076	—	(24,638)
Net cash (used in) / provided by operating activities	(5,448)	(12,845)	985	4,020	69,017	—	55,729
Net cash used for investing activities	—	(5,371)	(500)	(4,062)	(13,004)	—	(22,937)
Net cash provided by / (used in) financing activities	797	20,837	(1,950)	—	(41,170)	—	(21,486)
Effect on exchange rate changes on cash	—	—	—	—	(362)	—	(362)
Net (decrease) increase in cash and cash equivalents	(4,651)	2,621	(1,465)	(42)	14,481	—	10,944
Cash and cash equivalents at beginning of period	4,756	931	1,545	—	6,998	—	14,230
Cash and cash equivalents at end of period	$ 105	$ 3,552	$ 80	$ (42)	$ 21,479	$ —	$ 25,174

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis should be read in conjunction with the Condensed Consolidated Financial Statements and accompanying notes thereto included herein. The forward-looking statements in this discussion regarding the mattress and pillow industries, our expectations regarding our future performance, liquidity and capital resources and other non-historical statements in this discussion include numerous risks and uncertainties, as described under "Special Note Regarding Forward-Looking Statements" and "Risk Factors" and elsewhere in this quarterly report on form 10-Q. Our actual results may differ materially from those contained in any forward-looking statements. Except as may be required by law, we undertake no obligation to publicly update or revise any of the forward-looking statements contained herein.

Executive Overview

General—We are a rapidly growing, market leading, vertically-integrated manufacturer, marketer and distributor of premium mattresses and pillows that we sell globally in 60 countries primarily under the TEMPUR® and Tempur-Pedic® brands. We believe our premium mattresses and pillows are more comfortable than standard bedding products because our proprietary viscoelastic pressure relieving material is temperature sensitive, has a high density, and conforms to the body to therapeutically align the neck and spine, thus reducing neck and lower back pain, two of the most common complaints about other sleep surfaces.

For purposes of this Management's Discussion and Analysis of Financial Condition and Results of Operations, the terms "we," "our," "ours" and "us" refer to Tempur-Pedic International Inc. and its consolidated subsidiaries, and the terms "Tempur-Pedic International" and the "Company" refer to Tempur-Pedic International Inc. only.

Business Segment Information—We have two operating business segments: Domestic and International. These reportable segments are strategic business units that are managed separately. The Domestic operating segment consists of our U.S. manufacturing facility whose customers include our U.S. distribution subsidiary and certain North American third party distributors. The International operating segment consists of our manufacturing facility in Denmark, whose customers include all of our distribution subsidiaries and third party distributors outside the Domestic segment. We evaluate segment performance based on Net sales and Operating income. For the purpose of this Management's Discussion and Analysis of Financial Condition and Results of Operations, our Corporate office operating expenses and certain amounts relating to Goodwill and other assets that are carried at the holding company level are included in the Domestic operating segment.

Strategy and Outlook

Our long-term goal is to become the world's largest bedding company. In order to achieve this goal, we expect to continue to pursue certain key strategies in 2005:

- We currently intend to maintain our focus primarily on premium mattresses and pillows and to regularly introduce new products. In September 2005, we launched a new pillow collection exclusively for the Japanese market, the same market where we unveiled a new futon product in January 2005. We launched our Scandinavian Bed Collection throughout Europe, which was previously only available in the Nordic markets. Over the past year in the U.S, we have also launched 'The EuroBed by Tempur-Pedic™', 'The OriginalBed by Tempur-Pedic™.', and 'The BodyPillow by Tempur-Pedic™'.
- We plan to continue to invest in increasing our global brand awareness through targeted marketing and advertising campaigns that further associate our brand name with better overall sleep and premium quality products.
- We plan to continue to extend our presence in furniture and bedding retail stores in both the U.S. and internationally.
- We plan to continue to invest in our operating infrastructure to meet the requirements of our rapidly growing business, including increases in our manufacturing capacity and our research and development capacity.

Factors That May Affect Future Performance

Managing Rapid Growth—We have grown rapidly, with our Net sales increasing from $221.5 million in 2001 to $684.9 million for 2004, and to $621.1 million for the nine months ended September 30, 2005. Our growth has placed, and will continue to place, a strain on our management, production, product distribution network, information systems and other resources. In response to these challenges, management has continued to invest in increased production capacity, enhanced operating and financial infrastructure and systems, and continued expansion of the human resources in our operations. Our expenditures for advertising and other marketing-related activities are made as advertising rates are favorable to us and as the continued growth in the business allows us the ability to invest in building our brand.

Competition—Participants in the mattress and pillow industries compete primarily on price, quality, brand name recognition, product availability and product performance. We compete with a number of different types of mattress alternatives, including standard innerspring mattresses, other foam mattresses, waterbeds, futons, air beds and other air-supported mattresses. These alternative products are sold through a variety of channels, including furniture stores, specialty bedding stores, department stores, mass merchants, wholesale clubs, telemarketing programs, television infomercials and catalogs.

Our largest competitors have significant financial, marketing and manufacturing resources and strong brand name recognition. They sell their products through broad and well established distribution channels. Additionally, a number of our significant competitors now offer mattress products claimed to be similar to our viscoelastic mattresses and pillows. We are susceptible to competition from lower priced product offerings. However, we provide strong channel profits to our retailers and distributors, which, when coupled with our strong consumer brand, we believe should continue to provide an attractive business model for our retailers and discourage them from carrying competing, lower-priced products.

Significant Growth Opportunities—As of September 30, 2005, our products were offered in approximately 5,100 furniture and bedding stores and 1,500 specialty stores domestically, and approximately 3,840 stores internationally. For the three months ended September 30, 2005, we added a net of approximately 270 stores in the U.S. and approximately 190 stores internationally to our Retail channel. For the nine months ended September 30, 2005, we added a net of approximately 1,000 stores in the U.S. and approximately 540 stores internationally to our Retail channel. In addition, we have a significant installed pillow base in our Asia market that we believe creates an opportunity to develop a successful mattress market. We are continuing to develop products that are responsive to consumer demand in our markets internationally.

In addition to these growth opportunities, management believes that there are many opportunities in our Healthcare channel. Clinical evidence indicates that our products are both effective and cost efficient for the prevention and treatment of decubitis, or bed sores, a major problem for elderly and bed-ridden patients. A change in the U.S. Medicare and Medicaid reimbursement policies toward prevention of bed sores and away from treatment could expand our growth potential in this market.

Financial Leverage—As of September 30, 2005, we had $304.1 million of Long-term debt outstanding, and our Stockholders' Equity was $271.8 million. Higher financial leverage makes us more vulnerable to general adverse, competitive, economic and industry conditions. We believe that operating margins combined with the inherent operating leverage in the business will enable us to continue de-leveraging the business in a manner consistent with historical experience. There can be no assurance, however, that our business will generate sufficient cash flow from operations to enable us to continue to de-leverage the business or that future borrowings will be available under our new global senior credit facility (the New Credit Agreement), or otherwise.

Exchange Rates—As a multinational company, we conduct our business in a wide variety of currencies and are therefore subject to market risk for changes in foreign exchange rates. We use foreign exchange forward contracts to manage a portion of the exposure to the risk of the eventual net cash inflows and outflows resulting from foreign currency denominated transactions between Tempur-Pedic subsidiaries and their customers and suppliers, as well as between the Tempur-Pedic subsidiaries themselves. These hedging transactions may not succeed in managing our foreign currency exchange rate risk. See “Item 3. Quantitative and Qualitative Disclosures About Market Risk—Foreign Currency Exposures” under Part I of this report.

Foreign currency exchange rate movements also create a degree of risk by affecting the U.S. dollar value of sales made and costs incurred in foreign currencies. We do not enter into hedging transactions to hedge this risk. Consequently, our reported earnings and financial position could fluctuate materially as a result of foreign exchange gains or losses. Our outlook assumes no significant changes in currency values from current rates. Should currency rates change sharply, our results could be negatively impacted. See “Item 3. Quantitative and Qualitative Disclosures About Market Risk—Foreign Currency Exposures” under Part I of this report.

Critical Accounting Policies and Estimates

Our management is responsible for our financial statements and has evaluated the accounting policies to be used in their preparation. Our management believes these policies are reasonable and appropriate. The following discussion identifies those accounting policies that we believe are critical in the preparation of our financial statements, the judgments and uncertainties affecting the application of those policies, and the possibility that materially different amounts will be reported under different conditions or using different assumptions.

The preparation of financial statements in conformity with accounting principles generally accepted in the U.S. requires that the management make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of commitments and contingencies at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Revenue Recognition—Our estimates of sales returns are a critical component of our revenue recognition. We recognize sales, net of estimated returns, when we ship our products to customers and the risks and rewards of ownership are transferred to them. Estimated sales returns are provided at the time of sale, based on our level of historical sales returns. We allow returns for up to 120 days following a sale, depending on the channel and promotion. Our level of sales returns differs by channel, with our direct channel typically experiencing the highest rate of returns. Our level of returns has been consistent with our estimates and has been improving steadily over the last year as our retail channel, which historically experiences lower returns than other sales channels, continues to grow as a percentage of overall Net sales.

Warranties—Cost of sales includes estimated costs to service warranty claims of our customers. Our estimate is based on our historical claims experience and extensive product testing that we perform from time to time. We provide a 20-year warranty for U.S. sales and a 15-year warranty for non-U.S. sales on mattresses, each prorated for the last 10 years. Because our products have not been in use by our customers for the full warranty period, we rely on the combination of historical experience and product testing for the development of our estimate for warranty claims. Our estimate of warranty claims could be adversely affected if our historical experience ultimately proves to be greater than the performance of the product in our product testing. We also provide 2-year to 3-year warranties on pillows. Estimated future obligations related to these products are provided by charges to operations in the period in which the related revenue is recognized. Our estimated obligation for warranty claims as of September 30, 2005 was $3.0 million. As of December 31, 2004, our estimated obligation for warranty claims was $3.7 million.

Impairment of Goodwill, Intangibles and Long-Lived Assets—Goodwill reflected in our Condensed Consolidated Balance Sheets consists of the purchase price from the acquisition of Tempur World, Inc. in November 2002 (the Tempur Acquisition) in excess of the estimated fair values of identifiable net assets as of the date of the Tempur Acquisition. Intangibles consist of tradenames for various brands under which our products are sold. Other intangibles include our customer database for our direct channel, process technology and the formulation of our viscoelastic, pressure-relieving material.

We follow Statement of Financial Accounting Standards (SFAS) 142, "Goodwill and Other Intangible Assets". SFAS 142 requires that intangible assets with estimable useful lives be amortized over their respective estimated useful lives to their estimated residual values and reviewed for impairment in accordance with SFAS 144. We perform an annual impairment test on all existing goodwill in the fourth quarter of each year. We performed the annual impairment test in the fourth quarter of 2004 on all existing goodwill and no impairment existed as of December 31, 2004. If facts and circumstances lead our management to believe that one of our other intangible assets may be impaired, we will evaluate the extent to which the related cost is recoverable by comparing the future undiscounted cash flows estimated to be associated with that asset to the asset's carrying amount and write-down that carrying amount to fair value to the extent necessary. Although we believe our estimates and judgments are reasonable, different assumptions and judgments could result in different impairment, if any, of some or all of our recorded Goodwill and indefinite-lived intangibles of $275.7 million as of September 30, 2005 and $276.9 million as of December 31, 2004.

In accordance with SFAS 144, "Accounting for the Impairment or Disposal of Long-lived Assets," long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of long-lived assets is assessed by a comparison of the carrying amount of the asset to the estimated future net cash flows expected to be generated by the asset. If estimated future undiscounted net cash flows are less than the carrying amount of the asset or group of assets, the asset is considered impaired and an expense is recorded in an amount required to reduce the carrying amount of the asset to its then fair value. Although we believe that our estimates of cash flows in our application of SFAS 144 are reasonable, and based upon all available information, including historical cash flow data about the prior use of our assets, such estimates nevertheless require substantial judgments and are based upon material assumptions about future events.

Income Tax Accounting—Income taxes are accounted for in accordance with SFAS 109, "Accounting for Income Taxes." SFAS 109 requires recognition of deferred tax liabilities and assets for the expected future tax consequences of events that have been included in the financial statements or tax returns. Under this method, deferred tax assets and liabilities are determined based on the difference between the financial statement and tax bases of assets and liabilities. These deferred taxes are measured by applying the provisions of tax laws in effect at the balance sheet date.

We recognize Deferred tax assets in our Condensed Consolidated Balance Sheets, and these deferred tax assets typically represent items deducted currently from operating income in the financial statements that will be deducted in future periods in tax returns. In accordance with SFAS 109, a valuation allowance is recorded against these deferred tax assets to reduce the total deferred tax assets to an amount that will, more likely than not, be realized in future periods. The valuation allowance is based, in part, on our estimate of future taxable income, the expected utilization of tax loss carryforwards, both domestic and foreign, and the expiration dates of tax loss carryforwards. Significant assumptions are used in developing the analysis of future taxable income for purposes of determining the valuation allowance for deferred tax assets which, in our opinion, are reasonable under the circumstances.

American Jobs Creation Act of 2004—On October 22, 2004, the President signed the American Jobs Creation Act of 2004 (the Jobs Creation Act), which provides a temporary elective 85% dividends received deduction for cash dividends paid by foreign subsidiaries to their U.S. corporate shareholder in either 2004 or 2005. We account for the cash dividends from foreign subsidiaries in accordance with FASB Staff Position (FSP) 109-2, "Accounting and Disclosure Guidance for the Foreign Earnings Repatriation Provision within the American Jobs Creation Act of 2004" (FSP 109-2). FSP 109-2 provides guidance under SFAS 109 with respect to recording the potential impact of the repatriation provisions of the Jobs Creation Act on income tax expense and deferred tax liabilities. FSP 109-2 states that an enterprise is allowed time beyond the financial reporting period of enactment to evaluate the effect of the Jobs Creation Act on its plan for reinvestment or repatriation of foreign earnings for purposes of applying SFAS 109. See Note 9 in the Notes to Condensed Consolidated Financial Statements for further discussion of the Jobs Creation Act.

Stock-Based Compensation—We currently account for stock-based employee compensation arrangements in accordance with the provisions of Accounting Principles Board (APB) Opinion 25, "Accounting for Stock Issued to Employees," and related interpretations, and comply with the disclosure provisions of SFAS 123, "Accounting for Stock-Based Compensation." In December 2004, the FASB issued SFAS 123 (revised 2004), "Share-Based Payment" (SFAS 123R) which is a revision of SFAS 123, "Accounting for Stock-Based Compensation". SFAS 123R requires all share-based payments to employees, including grants of employee stock options, to be recognized in the financial statements based on their fair values. Pro forma disclosure will no longer be an alternative to financial statement recognition. On April 14, 2005, the SEC announced it would permit most registrants additional time to implement this statement. The SEC will allow registrants to implement this statement at the beginning of their next fiscal year. In accordance with this revised standard, we plan to adopt SFAS 123R on January 1, 2006 and are currently evaluating the impact it will have on the Consolidated Financial Statements.

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Results of Operations

The following table sets forth the various components of our Condensed Consolidated Statements of Income:

(In millions, except earnings per share)	Three Months Ended September 30, 2005	Three Months Ended September 30, 2004	Nine Months Ended September 30, 2005	Nine Months Ended September 30, 2004
Net sales	**$ 206.1**	$ 181.7	**$ 621.1**	$ 486.5
Cost of sales	**103.6**	85.6	**305.8**	228.3
Gross profit	**102.5**	96.1	**315.3**	258.2
Selling and marketing expenses	**41.6**	34.9	**124.7**	101.5
General and administrative and other	**18.1**	18.4	**53.8**	50.3
Operating income	**42.8**	42.8	**136.8**	106.4
Interest expense, net	**(5.1)**	(6.2)	**(15.3)**	(17.9)
Loss on extinguishment of debt	**—**	—	**(0.7)**	(5.4)
Other income (expense), net	**(0.1)**	(0.2)	**0.1**	—
Income before income taxes	**37.6**	36.4	**120.9**	83.1
Income tax provision	**20.2**	14.0	**51.9**	32.0
Net income	**$ 17.4**	$ 22.4	**$ 69.0**	$ 51.1
Earnings per share:				
Basic	**$ 0.18**	$ 0.23	**$ 0.70**	$ 0.52
Diluted	**$ 0.17**	$ 0.22	**$ 0.67**	$ 0.50
Weighted average shares outstanding:				
Basic	**99.1**	97.8	**98.8**	97.6
Diluted	**103.3**	103.0	**103.2**	102.9

The following table sets forth the various components of our Condensed Consolidated Statements of Income, expressed as a percentage of Net sales:

	Three Months Ended September 30, 2005	Three Months Ended September 30, 2004	Nine Months Ended September 30, 2005	Nine Months Ended September 30, 2004
Net sales	**100%**	100%	**100%**	100%
Cost of sales	**50**	47	**49**	47
Gross profit	**50**	53	**51**	53
Selling expenses	**20**	19	**20**	21
General and administrative and other	**9**	10	**9**	10
Operating income	**21**	24	**22**	22
Interest expense, net	**(3)**	(4)	**(3)**	(4)
Loss on extinguishment of debt	**—**	—	**—**	(1)
Other income/(expense), net	**—**	—	**—**	—
Income before income taxes	**18**	20	**19**	17
Income tax provision	**10**	8	**8**	6
Net income	**8%**	12%	**11%**	11%

Three Months Ended September 30, 2005 Compared with Three Months Ended September 30, 2004

We generate sales through four distribution channels: Retail, Direct, Healthcare and Third party. The Retail channel sells to furniture, specialty and department stores. The Direct channel sells directly to consumers. The Healthcare channel sells to hospitals, nursing homes, healthcare professionals and medical retailers. The Third party channel sells to distributors in countries where we do not operate our own distribution. The following table sets forth Net sales information, by channel, for the periods indicated:

	CONSOLIDATED		DOMESTIC		INTERNATIONAL	
	Three Months Ended September 30,		Three Months Ended September 30,		Three Months Ended September 30,	
($ in millions)	2005	2004	2005	2004	2005	2004
Retail	**$ 159.4**	$ 133.4	**$ 106.9**	$ 93.3	**$ 52.5**	$ 40.1
Direct	**23.7**	24.8	**20.1**	21.3	**3.6**	3.5
Healthcare	**10.7**	11.4	**2.7**	2.8	**8.0**	8.6
Third Party	**12.3**	12.1	**2.6**	2.2	**9.7**	9.9
	$ 206.1	$ 181.7	**$ 132.3**	$ 119.6	**$ 73.8**	$ 62.1
Domestic	**$ 132.3**	$ 119.6				
International	**73.8**	62.1				
Total	**$ 206.1**	$ 181.7				

A summary of Net sales by product is below:

	CONSOLIDATED		DOMESTIC		INTERNATIONAL	
	Three Months Ended September 30,		Three Months Ended September 30,		Three Months Ended September 30,	
($ in millions)	2005	2004	2005	2004	2005	2004
Net sales:						
Mattresses	**$ 139.3**	$ 119.8	**$ 96.5**	$ 85.4	**$ 42.8**	$ 34.4
Pillows	**30.8**	33.0	**12.9**	14.1	**17.9**	18.9
Other	**36.0**	28.9	**22.9**	20.1	**13.1**	8.8
	$ 206.1	$ 181.7	**$ 132.3**	$ 119.6	**$ 73.8**	$ 62.1
Units sold (1):						
Mattresses	**171,939**	150,029	**95,725**	91,860	**76,214**	58,169
Pillows	**650,934**	712,603	**277,262**	288,316	**373,672**	424,287

(1) Units sold represent Net sales after consideration of returned mattresses and pillows and excludes units shipped to fulfill warranty claims and promotion activities.

Net sales. Net sales for the three months ended September 30, 2005 increased to $206.1 million from $181.7 million for the same period in 2004, an increase of $24.4 million, or 13%. This increase in Net sales was primarily attributable to an increase in mattress sales in our Retail channel. Mattress sales in the third quarter of 2005 increased $19.5 million, or 16%, over the third quarter of 2004. For the three months ended September 30, 2005, our Retail channel increased to $159.4 million from $133.4 million for the same period in 2004, an increase of $26.0 million, or 19%. Our Third Party channel increased by 2%, which was driven primarily by an increase in our Domestic segment. Consolidated pillow sales decreased approximately $2.2 million from the third quarter of 2004, primarily attributable to a decline in our International sales in Asia to certain Third Party distributors. Our Direct and Healthcare channels declined 4% and 6%, respectively.

Domestic. Domestic Net sales for the three months ended September 30, 2005 increased to $132.3 million from $119.6 million for the same period in 2004, an increase of $12.7 million, or 11%. Our Domestic Retail channel continues to be our largest channel, with $106.9 million in Net sales for the three months ended

September 30, 2005. This is an increase of $13.6 million, or 15% over the prior year quarter. This increase is primarily a result of our strategy to expand distribution for our products into additional retail furniture stores. Our Third Party channel increased 18% due to the continued growth in our existing Third Party distributors. Our Direct channel decreased 6%, primarily due to the timing of promotional activities in the third quarter of 2004 as compared to 2005. Domestic mattress sales in the third quarter of 2005 increased $11.1 million, or 13%, over the same period in 2004. In addition, pillow sales decreased $1.2 million, or 9%. Pillow sales were positively impacted in the same quarter of 2004 by the launch of a new pillow line with one of our largest Retail channel customers. We intend to launch a new pillow line with this same retailer in the fourth quarter of 2005.

The retail environment softened in the third quarter of 2005 as a result of several macro-economic factors, and our net sales in the U.S. grew at a slower rate in the third quarter of 2005 than we had previously expected. These macro-economic factors include a significant drop in consumer confidence and changes in consumer purchasing patterns caused by, among other factors, Gulf Coast hurricanes and the resulting increase in gas prices. We believe that the U.S. mattress industry has been impacted generally by these factors.

International. International Net sales for the three months ended September 30, 2005 increased to $73.8 million from $62.1 million for the same period in 2004, an increase of $11.7 million, or 19%. The largest channel in our International segment continues to be our Retail channel, which increased $12.4 million, or 31%, for the three months ended September 30, 2005. The growth in Retail sales is due to the addition of new stores and successful new product launches in the third quarter. Our Direct channel sales increased 3% due to the timing of promotional activities. Our Third party sales decreased 2%, primarily due to the implementation of strategic changes in our International Third Party channel in Asia. We are taking steps to establish and grow our own subsidiary distribution in certain markets rather than sell through Third Party distributors. In addition, our Healthcare channel decreased $0.6 million, or 7%, resulting primarily from changes in government reimbursement rates in several European countries. International mattress sales in the third quarter of 2005 increased $8.4 million, or 24%, over the third quarter of 2004. Pillow sales for the third quarter of 2005 decreased $1.0 million, or 5%, as compared to the third quarter of 2004. The decrease in pillow sales is primarily related to the changes we are implementing in our Third Party channel.

Gross profit. Gross profit for the three months ended September 30, 2005 increased to $102.5 million from $96.1 million for the same period in 2004, an increase of $6.4 million, or 7%. Our margins are impacted by the relative rate of growth in our Retail channel. Sales in our Retail channel are generally at wholesale prices. The overall shift in our product mix to mattresses is also a factor because our mattresses generally carry lower margins than our pillows. We expect continued downward pressure on our margins as a result of the continued, rapid growth in our Retail channel and in mattress sales. Our margins are also impacted by changes in our manufacturing capacity, which affects our utilization.

We began importing several mattress models from Europe in the first quarter of 2005, and during the three months ended September 30, 2005 we continued importing the EuroBed mattresses into the U.S. from our manufacturing facility in Denmark to build stock levels for our warehouse system. We incurred additional shipping costs to bring this inventory from Europe. As a result of net sales in the U.S. growing at a slower rate than expected in the third quarter, increased productivity at our U.S. manufacturing facility and the new capability to make EuroBed mattresses in our U.S. manufacturing facility, we do not expect to continue importing mattresses from Denmark. Accordingly, as part of our current production plan, we intend to reduce our inventory levels.

Increases in raw materials costs also reduced our margin. We currently believe there will continue to be cost pressures from the recent rise in chemical prices driven primarily by natural gas increases, and fuel surcharges for the transportation and delivery of our products. We are taking steps to mitigate the impact of price increases through productivity initiatives including reverse auctions on certain material purchases, purchasing leverage on consolidated global buying, and implementation of warehousing and shipping efficiencies.

Cost of sales includes the cost of raw material purchases, manufacturing costs and distribution costs associated with the production and sale of products to our customers. The cost of delivering our products to customers is also included in Cost of sales. Cost of sales increased to $103.6 million for the three months ended September 30, 2005 as compared to $85.6 million for the three months ended September 30, 2004, an increase of $18.0 million, or 21%.

Domestic. Domestic Gross profit for the three months ended September 30, 2005 decreased to $56.3 million from $59.9 million for the same period in 2004, a decrease of $3.6 million, or 6%. The Gross profit margin in our Domestic segment was 43% and 50% for the three months ended September, 2005 and September, 2004, respectively. For the three months ended September 30, 2005, the Gross profit margin for our Domestic segment was impacted by the increase in our Retail channel sales, the increased freight costs of importing products from our Danish manufacturing facility, and increases in raw materials costs. In addition, during the three months ended September 30, 2005, we simultaneously introduced the EuroBed and the OriginalBed and succeeded in placing these products with a large number of retailers. However, as part of this rollout process, we deeply discounted showroom floor models for retail accounts and this negatively impacted our gross profit margins. We expect to complete the majority of these rollouts in the fourth quarter. Our Domestic Cost of sales for the three months ended September 30, 2005 increased to $76.0 million from $59.7 million for the same period in 2004, an increase of $16.3 million, or 27%.

International. International Gross profit for the three months ended September 30, 2005 increased to $46.2 million from $36.2 million for the same period in 2004, an increase of $10 million, or 28%. The Gross profit margin in our International segment was 63% and 58% for the three months ended September 30, 2005 and September 30, 2004, respectively. For the three months ended September 30, 2005, the Gross profit margin for our International segment was impacted by product and geographic mix. Increased levels of production of the EuroBed to satisfy U.S. demand improved the level of manufacturing capacity utilization. Our International Cost of sales for the three months ended September 30, 2005 increased to $27.6 million from $25.9 million for the same period in 2004, an increase of $1.7 million, or 7%.

Selling and marketing expenses. Selling and marketing expenses include advertising and media production associated with our Direct channel; other marketing materials such as catalogs, brochures, videos, product samples, direct customer mailings and point of purchase materials; and sales force compensation and customer service. We also include in Selling and marketing expenses our new product development costs, including market research and testing for new products. Selling and marketing expenses increased to $41.6 million for the three months ended September 30, 2005 as compared to $34.9 million for the three months ended September 30, 2004, an increase of $6.7 million, or 19%. The increase in Selling and marketing expenses was due to additional spending on advertising, sales compensation and point of purchase materials. Selling and marketing expenses as a percentage of Net sales remained flat for the three months ended September 30, 2005 compared to the same period of 2004, which was primarily attributable to slower than expected sales growth in the U.S.

General and administrative and other expenses. General and administrative and other expenses include management salaries, information technology, professional fees, depreciation of furniture and fixtures, leasehold improvements and computer equipment, expenses for finance, accounting, human resources and other administrative functions, and research and development costs associated with our new product developments. General and administrative and other expenses decreased to $18.1 million for the three months ended September 30, 2005 as compared to $18.4 million for the three months ended September 30, 2004, a decrease of $0.3 million, or 2%. While costs such as depreciation, salary expenses and property and franchise taxes increased in connection with our continued growth, other costs such as stock-based compensation and compliance with Sarbanes-Oxley requirements decreased. General and administrative and other expenses as a percentage of Net sales was 9% and 10% for the three months ended September 30, 2005 and September 30, 2004, respectively. The decrease as a percentage of sales was due in part to the factors previously discussed, as well as the increasing operating leverage from fixed administrative costs.

Certain options granted during the year prior to the initial public offering in 2003 have exercise prices that are less than the deemed market value of the underlying common stock at the date of grant. The resulting unearned stock-based compensation is amortized to compensation expense over the respective vesting term, based on the "graded vesting" methodology. We had unearned stock-based compensation of $1.8 million, excluding restricted stock units, as of September 30, 2005. We recorded $0.6 million of compensation expense for the three months ended September 30, 2005, also excluding restricted stock units. The future amortization of these unearned stock-based compensation costs will be $0.5 million for the remainder of 2005, $1.1 million in 2006, and $.2 million in 2007.

In addition, we had unearned stock based compensation of $1.0 million related to restricted stock units as of September 30, 2005. We recorded compensation expense related to restricted stock units of $0.1 million for the three months ended September 30, 2005. The future amortization of unearned stock-based compensation costs related to this restricted stock will be $0.1 million for the remainder of 2005, $0.4 million in 2006, and $0.5 million in 2007.

Interest expense, net. Interest expense, net, includes the interest costs associated with our borrowings and the amortization of deferred financing costs related to those borrowings. Interest expense, net, decreased to $5.1 million for the three months ended September 30, 2005, as compared to $6.2 million for the three months ended September 30, 2004, a decrease of $1.1 million, or 18%. This decrease in interest expense is attributable to lower average debt levels in 2005 and capitalized interest costs of $0.7 million for the three months ended September 30, 2005 related to the construction of our new manufacturing facility.

Income tax provision. Our Income tax provision includes income taxes associated with taxes currently payable and deferred taxes and includes the impact of net operating losses for certain of our domestic and foreign operations. For the three months ended September 30, 2005, our Income tax provision also includes a one-time charge of $6.5 million related to the repatriation of foreign earnings under the provisions of the Jobs Creation Act. Our effective income tax rates for the three months ended September 30, 2005 and for the three months ended September 30, 2004 differed from the federal statutory rate principally because of the effect of the one-time charge for the repatriation, certain foreign tax rate differentials, state and local income taxes, valuation allowances on certain domestic and foreign net operating losses, and compensation expense associated with certain options granted prior to the initial public offering.

Our effective tax rate for the three months ended September 30, 2005 was 53.8%. Excluding the impact of the transactions and adjustments described above, our effective tax rate would have been 36.5% for the three months ended September 30, 2005. For the same period in 2004, the effective tax rate was 38.5%.

Nine Months Ended September 30, 2005 Compared with Nine Months Ended September 30, 2004

The following table sets forth Net sales information, by channel, for the periods indicated:

	CONSOLIDATED		DOMESTIC		INTERNATIONAL	
	Nine Months Ended September 30,		Nine Months Ended September 30,		Nine Months Ended September 30,	
($ in millions)	**2005**	**2004**	**2005**	**2004**	**2005**	**2004**
Retail	**$ 472.4**	$ 344.2	**$ 321.2**	$ 229.3	**$ 151.2**	$ 114.9
Direct	**78.4**	72.6	**67.7**	61.7	**10.7**	10.9
Healthcare	**34.1**	33.6	**8.3**	8.2	**25.8**	25.4
Third Party	**36.2**	36.1	**7.1**	5.1	**29.1**	31.0
	$ 621.1	$ 486.5	**$ 404.3**	$ 304.3	**$ 216.8**	$ 182.2
Domestic	**$ 404.3**	$ 304.3				
International	**216.8**	182.2				
Total	**$ 621.1**	$ 486.5				

A summary of Net sales by product is below:

	CONSOLIDATED		DOMESTIC		INTERNATIONAL	
	Nine Months Ended September 30,		Nine Months Ended September 30,		Nine Months Ended September 30,	
($ in millions)	2005	2004	2005	2004	2005	2004
Net sales:						
Mattresses	**$ 424.0**	$ 306.1	**$ 298.5**	$ 215.0	**$ 125.5**	$ 91.1
Pillows	**92.9**	100.3	**38.8**	36.9	**54.1**	63.4
Other	**104.2**	80.1	**67.0**	52.4	**37.2**	27.7
	$ 621.1	$ 486.5	**$ 404.3**	$ 304.3	**$ 216.8**	$ 182.2
Units sold [(1)]:						
Mattresses	**509,095**	392,797	**293,974**	233,372	**215,121**	159,425
Pillows	**1,866,452**	2,112,308	**787,721**	750,969	**1,078,731**	1,361,339

(1) Units sold represent Net sales after consideration of returned mattresses and pillows and excludes units shipped to fulfill warranty claims and promotion activities.

Net sales. Net sales for the nine months ended September 30, 2005 increased to $621.1 million from $486.5 million for the same period in 2004, an increase of $134.6 million, or 28%. This increase in Net sales was primarily attributable to an increase in mattress sales in our Retail channel. Mattress sales increased $117.9 million, or 39%, in the nine months ended September 30, 2005 compared to the nine months ended September 30, 2004. For the nine months ended September 30, 2005, our Retail channel increased to $472.4 million from $344.2 million for the same period in 2004, an increase of $128.2 million, or 37%. Consolidated pillow sales decreased approximately $7.4 million from the nine months ended September 30, 2004, which is primarily attributable to a decline in our International sales in Asia to certain Third Party distributors. Our Direct and Healthcare channels increased 8% and 1%, respectively.

Domestic. Domestic Net sales for the nine months ended September 30, 2005 increased to $404.3 million from $304.3 million for the same period in 2004, an increase of $100 million, or 33%. Our Domestic Retail channel continues to be our largest channel, with $321.2 million in Net sales for the nine months ended September 30, 2005. This is an increase of $91.9 million, or 40% over the prior year. This increase is primarily a result of our strategy to expand distribution for our products into additional retail furniture stores. Our Direct and Healthcare channels increased 10% and 1%, respectively. Our Third Party channel increased 39% due to the continued growth in our existing Third Party distributors. Domestic mattress sales in the nine months ended September 30, 2005 increased $83.5 million, or 39%, over the same period in 2004. In addition, pillow sales increased $1.9 million, or 5%.

International. International Net sales for the nine months ended September 30, 2005 increased to $216.8 million from $182.2 million for the same period in 2004, an increase of $34.6 million, or 19%. The largest channel in our International segment continues to be our Retail channel, which increased $36.3 million, or 32%, for the nine months ended September 30, 2005. The growth in Retail sales is due to the addition of new stores and successful new product launches in the third quarter. In addition, our Healthcare channel increased $0.4 million, or 2%. Our Direct channel decreased 2% due to the timing of promotional activities. Our Third Party channel decreased 6%, primarily due to the implementation of strategic changes in our International Third Party channel in Asia. We are taking steps to establish and grow our own subsidiary distribution in certain markets rather than sell through Third Party distributors. International mattress sales increased $34.4 million, or 38%, for the nine months ended September 30, 2005. Pillow sales decreased $9.3 million, or 15%, as compared to the nine months ended September 30, 2004. The decrease in pillow sales is primarily related to the changes we are implementing in our Third Party channel.

Gross profit. Gross profit for the nine months ended September 30, 2005 increased to $315.3 million from $258.2 million for the same period in 2004, an increase of $57.1 million, or 22%. Our margins are impacted by the relative rate of growth in our Retail channel. Sales in our Retail channel are generally at wholesale prices. The overall shift in our product mix to mattresses is also a factor because our mattresses generally carry lower margins than our pillows. We expect continued downward pressure on our margins as a result of the continued rapid growth in our Retail channel and in mattress sales. Our margins are also impacted by changes in our manufacturing capacity, which affects our utilization.

We began importing several mattress models from Europe in the first quarter of 2005, and we continued importing through the third quarter in order to build the necessary stock levels of the EuroBed that was introduced to the U.S. during the quarter. We incurred additional shipping costs to bring this inventory from Europe. As a result of net sales in the U.S. growing at a slower rate than expected in the third quarter, increased productivity at our U.S. manufacturing facility and the new capability to make EuroBed mattresses in our U.S. manufacturing facility, we do not expect to continue importing mattresses from Denmark. Accordingly, as part of our current production plan, we intend to reduce our inventory levels.

Increases in raw materials costs also reduced our margin. We currently believe there will continue to be cost pressures from the recent rise in chemical prices driven primarily by natural gas increases, and fuel surcharges for the transportation and delivery of our products. We are taking steps to mitigate the impact of price increases through productivity initiatives including reverse auctions on certain material purchases, purchasing leverage on consolidated global buying, and implementation of warehousing and shipping efficiencies.

Cost of sales increased to $305.8 million for the nine months ended September 30, 2005 as compared to $228.3 million for the nine months ended September 30, 2004, an increase of $77.5 million, or 34%.

Domestic. Domestic Gross profit for the nine months ended September 30, 2005 increased to $183.2 million from $151.3 million for the same period in 2004, an increase of $31.9 million, or 21%. The Gross profit margin in our Domestic segment was 45% and 50% for the nine months ended September, 2005 and September 30, 2004, respectively. For the nine months ended September 30, 2005, the Gross profit margin for the Domestic segment was impacted by the increase in our Retail channel sales, the increased freight costs of importing products from our Danish manufacturing facility, and increases in raw materials costs. In addition, during the three months ended September 30, 2005, we simultaneously introduced the EuroBed and the OriginalBed and succeeded in placing these products with a large number of retailers. However, as part of this rollout process, we deeply discounted showroom floor models for retail accounts and this negatively impacted our gross profit margins. We expect to complete the majority of the rollouts in the fourth quarter. Our Domestic Cost of sales for the nine months ended September 30, 2005 increased to $221.1 million from $153.0 million for the same period in 2004, an increase of $68.1 million, or 45%

International. International Gross profit for the nine months ended September 30, 2005 increased to $132.1 million from $106.9 million for the same period in 2004, an increase of $25.2 million, or 24%. The Gross profit margin in our International segment was 61% and 59% for the nine months ended September 30, 2005 and September 30, 2004, respectively. For the nine months ended September 30, 2005, the Gross profit margin for the International segment was impacted by product and geographic mix. Also, increased levels of production to satisfy U.S. demand improved the level of manufacturing capacity utilization. Our International Cost of sales for the nine months ended September 30, 2005 increased to $84.7 million from $75.3 million for the same period in 2004, an increase of $9.4 million, or 12%.

Selling and marketing expenses. Selling and marketing expenses increased to $124.7 million for the nine months ended September 30, 2005, as compared to $101.5 million for the nine months ended September 30, 2004, an increase of $23.2 million, or 23%. The increase in Selling and marketing expenses was due to additional spending on advertising, sales compensation and point of purchase materials. Selling and marketing expenses as a percentage of Net sales remained flat for the nine months ended September 30, 2005 compared to the same period of 2004, which was partially due to slower than expected sales growth in the U.S. Another contributing factor was the increase in the Net sales of our Retail channel, which has lower selling expenses than our other channels.

General and administrative and other expenses. General and administrative and other expenses increased to $53.8 million for the nine months ended September 30, 2005 as compared to $50.3 million for the nine months ended September 30, 2004, an increase of $3.5 million, or 7%. This increase was attributable to higher depreciation costs, salary expenses, and property and franchise taxes, all of which are associated with our continued growth. General and administrative and other expenses as a percentage of Net sales was 9% and 10% for the nine months ended September 30, 2005 and September 30, 2004, respectively. The decrease as a percentage of sales was due to increased operating leverage from fixed administrative costs. Additionally, the costs of complying with Sarbanes-Oxley requirements were substantially less than the prior year, when we were incurring the costs of first year compliance.

We recorded $2.0 million of compensation expense for the nine months ended September 30, 2005, excluding restricted stock units. We recorded compensation expense related to restricted stock units of $0.3 million for the nine months ended September 30, 2005.

Interest expense, net. Interest expense, net decreased to $15.3 million for the nine months ended September 30, 2005, as compared to $17.9 million for the nine months ended September 30, 2004, a decrease of $2.6 million, or 15%. This decrease in interest expense is attributable to lower average debt levels in 2005 and capitalized interest costs of $1.4 million for the nine months ended September 30, 2005 related to the construction of our new manufacturing facility.

Loss on debt extinguishment. Loss on debt extinguishment for the nine months ended September 30, 2005 was $0.7 million and relates to the write-off of deferred financing fees associated with the European Term A Loan, which was prepaid on March 31, 2005. Loss on debt extinguishment for the nine months ended September 30, 2004 was $5.4 million and relates to our redemption in January 2004 of $52.5 million aggregate principal amount of the outstanding Senior Subordinated Notes. In the fourth quarter of 2005, we took a one-time, non-cash write-off of $3.5 million related to deferred financing charges from our prior senior credit facility.

Income tax provision. Our Income tax provision includes income taxes associated with taxes currently payable and deferred taxes and includes the impact of net operating losses for certain of our domestic and foreign operations. For the nine months ended September 30, 2005, our Income tax provision also includes a one-time charge of $6.5 million related to the repatriation of foreign earnings under the provisions of the Jobs Creation Act. Our effective income tax rates for the nine months ended September 30, 2005 and for the nine months ended September 30, 2004 differed from the federal statutory rate principally because of the effect of the one-time charge for the repatriation, certain foreign tax rate differentials, state and local income taxes, valuation allowances on certain domestic and foreign net operating losses, and compensation expense associated with certain options granted prior to the initial public offering.

Our effective tax rate for the nine months ended September 30, 2005 was 43.0%. Excluding the impact of the transactions and adjustments described above, our effective tax rate would have been 37.6% for the nine months ended September 30, 2005. For the same period in 2004, the effective tax rate was 38.5%.

Liquidity and Capital Resources

At September 30, 2005, we had working capital of $153.4 million including Cash and cash equivalents of $52.4 million as compared to working capital of $114.7 million including $28.4 million in Cash and cash equivalents as of December 31, 2004. As outlined below, increases in Inventories and Accounts receivable balances, coupled with a higher level of cash on hand, lead to a 34% increase in working capital from December 31, 2004 to September 30, 2005.

Our cash flow from operations increased to $79.1 million for the nine months ended September 30, 2005 as compared to $55.7 million for the nine months ended September 30, 2004. The increase in operating cash flows was primarily related to the increase in our net income and changes in certain operating assets and liabilities. Net income for the nine months ended September 30, 2005 increased by $17.9 million compared to the nine months ended September 30, 2004. Due to the limited capacity in our U.S. manufacturing operations and the longer lead time required to import our products from our Danish manufacturing facility, we increased our inventory levels $23.9 million for the nine months ended September 30, 2005, compared to a decrease of $4.2 million for the nine months ended September 30, 2004. As a result of net sales in the U.S. growing at a slower rate than expected in the third quarter, increased productivity at our U.S. manufacturing facility and the new capability to make EuroBed mattresses in our U.S. manufacturing facility, we do not expect to continue importing mattresses from Denmark. Accordingly, as part of our current production plan, we intend to reduce our inventory levels.

In addition, as our Retail channel grows we continue to experience increases in our Accounts receivable because this is largely a credit-based sales channel. During the first nine months of 2005, Accounts receivable increased $30.5 million compared to an increase of $35.7 million for the nine months ended September 30, 2004. Other operating assets and liabilities provided $38.3 million of working capital for the nine months ended September 30, 2005, compared to a provision of $6.8 million for the nine months ended September 30, 2004, mainly due to the timing of certain income tax payments. Together, these result in $23.4 million of increased operating cash flows for the nine months ended September 30, 2005 compared to the same period in the prior year.

Net cash used in investing activities increased to $69.3 million for the nine months ended September 30, 2005 as compared to $22.9 million for the nine months ended September 30, 2004, an increase of $46.4 million. Investing activities in the nine months ended September 30, 2005 consisted primarily of $60.3 million related to the construction of our new manufacturing facility.

Cash flow provided by financing activities was $19.9 million for the nine months ended September 30, 2005 as compared to cash flow used by financing activities of $21.5 million for the nine months ended September 30, 2004, representing an increase in cash flow provided of $41.4 million. This increase is due primarily to borrowings under an unsecured revolving credit facility of $48.5 million. These borrowings were offset by prepayments on March 31, 2005 of $16.9 million on the USD denominated and $12.3 million on the EUR denominated European Term A loans.

Our principal sources of funds are cash flows from operations and borrowings under our prior senior credit facility. Our principal uses of funds consist of capital expenditures and payments of principal and interest on our previous debt facilities. Capital expenditures totaled $68.1 million for nine months ended September 30, 2005, including $1.4 million in capitalized interest costs, and $23.0 million for the nine months ended September 30, 2004. We currently expect capital expenditures for the remainder of 2005 to be approximately $20.1 million, including approximately $15.3 million associated with the construction of our new manufacturing facility.

In order to meet anticipated future demands for our products, we commenced construction of our third manufacturing facility in September 2004, located in Albuquerque, New Mexico. The new facility is expected to be completed in the second quarter of 2006. Our expected capital expenditures related to this facility are approximately $90.0 million, and we have borrowed $48.5 million through September 30, 2005 under an unsecured revolving credit facility to help finance the construction. The Company recently repaid this facility in October 2005 with proceeds from our new global senior credit facility.

At September 30, 2005, we had $60.0 million of long-term Revolving and Working Capital Loan Commitments under our prior senior credit facility, which was comprised of a $40.0 million U.S. Revolving Loan Commitment; a $15.0 million European Revolving Loan Commitment; and a $5.0 million European Working Capital Loan Commitment. Under the prior senior credit facility, total term loans outstanding as of September 30, 2005 were $139.7 million. In addition to the amounts outstanding under the senior credit facility, at September 30, 2005, we had $48.5 million in borrowings outstanding under a $50.0 million unsecured revolving credit facility with a bank.

On October 18, 2005, Tempur-Pedic International Inc. entered into a credit agreement (the New Credit Agreement) with Tempur-Pedic, Inc., Tempur Production USA, Inc., Dan-Foam ApS, certain other subsidiaries of Tempur-Pedic International, Inc., and other banks. We used proceeds from the New Credit Agreement to pay off amounts outstanding under our prior senior credit facility and unsecured revolving credit facility. The prior senior credit facility was terminated upon repayment, and we recorded a one-time, non-cash write-off of $3.5 million in the fourth quarter of 2005 related to deferred financing charges from our prior senior credit facility.

The New Credit Agreement consists of domestic and foreign credit facilities that provide for the incurrence of indebtedness up to an aggregate principal amount of $340.0 million. The domestic credit facility is a five-year, $200.0 million revolving credit facility. The foreign credit facilities consist of a $30.0 million revolving credit facility and $110.0 million delayed-draw term loan. The various credit facilities bear interest at a rate equal to the New Credit Agreement's applicable margin, as determined in accordance with a performance pricing grid set forth in the New Credit Agreement, plus one of the following indexes: (i) LIBOR and (ii) for U.S. dollar-denominated loans only, a base rate (defined as the higher of (a) the Bank of America prime rate and (b) the Federal Funds rate plus .50%). The New Credit Agreement is guaranteed by Tempur-Pedic International Inc. and two wholly owned subsidiaries, Tempur World, LLC and Tempur World Holdings, LLC. The maturity date of the New Credit Agreement is October 18, 2010. The New Credit Agreement contains certain financial covenants and requirements affecting us, the most significant of which are a fixed coverage charge ratio requirement and a consolidated leverage ratio requirement.

On October 18, 2005, we repaid the amounts outstanding of $156.3 million under the prior senior credit facility and used the remaining availability of the $200.0 million domestic revolving credit facility under the New Credit Agreement to repay $42.3 million of the unsecured revolving credit facility. Dan-Foam ApS borrowed $85.0 million under the foreign term loan component of the New Credit Agreement and used $30.0 million of cash on hand to fund the $115.0 million repatriation of foreign earnings under the Jobs Creation Act. See Note 9 in the Notes to Condensed Consolidated Financial Statements for further discussion of the Jobs Creation Act.

On October 27, 2005, Tempur Production USA, Inc. (Tempur Production), a subsidiary of Tempur-Pedic International Inc., completed an industrial revenue bond financing for the construction and equipping of Tempur Production's new manufacturing facility (the Project) located in Bernalillo County, New Mexico (Bernalillo County). Under the terms of the financing, Bernalillo County will issue up to $75.0 million of Series 2005A Taxable Variable Rate Industrial Revenue Bonds (the Series A Bonds). The Series A Bonds will be marketed to third parties by a remarketing agent and secured by a letter of credit issued under our new U.S. revolver and purchased by qualified investors. The Series A Bonds have a final maturity date of September 1, 2030. The interest rate on the Series A Bonds is a weekly rate set by the remarketing agent, in its sole discretion, though the interest rate may not exceed the lesser of (i) the highest rate allowed under New Mexico law, or (ii) 12% per annum. On October 27, 2005, Tempur Production made an initial draw of $53.9 million on the Series A Bonds. We used proceeds from the Series A Bonds to pay down the domestic revolving credit facility under the New Credit Agreement.

Bernalillo County will also issue up to $25.0 million of Series 2005B Taxable Fixed Rate Industrial Revenue Bonds (the Series B Bonds, and collectively with the Series A Bonds, the Bonds). The Series B Bonds will be sold to Tempur World LLC, will not be secured by the letter of credit described above, and will be held by Tempur World, LLC representing our equity in the Project. The Series B Bonds have a final maturity date of September 1, 2035. The interest rate on the Series B Bonds is fixed at 7.75%. On October 27, 2005, Tempur Production made an initial draw of $18.0 million, which was transferred to and used by Tempur World LLC to purchase the Series B Bonds as discussed above.

On October 27, 2005, Tempur Production transferred its interest in the Project to Bernalillo County, and Bernalillo County leased the Project back to Tempur Production on a long-term basis with the right to repurchase the Project for one dollar when the Bonds are retired. Pursuant to the lease agreement, Tempur Production will pay rent to Bernalillo County in an amount sufficient to pay debt service on the Bonds and certain fees and expenses. The Bonds are not general obligations of Bernalillo County, but are special, limited obligations payable solely from bond proceeds, rent paid by Tempur Production under the lease agreement, and other revenues. The substance of the transaction is such that Bernalillo County issued the Bonds on behalf of Tempur Production. Therefore, we recorded a net long-term debt of $53.9 million in our consolidated balance sheet on the date of the transaction.

On October 18, 2005, the Company's Board of Directors authorized the repurchase of up to $80.0 million of common stock. Share repurchases under this program may be made through open market transactions, negotiated purchases or otherwise, at times and in such amounts as management and a committee of the Board deem appropriate. The timing and actual number of shares repurchased will depend on a variety of factors including price, financing and regulatory requirements and other market conditions. Repurchases may also be made under a Rule 10b5-1 plan, which would permit shares to be repurchased when the Company might otherwise be precluded from doing so under insider trading laws. This share repurchase program may be limited, suspended or terminated at any time without prior notice. The Company expects to fund these share repurchases from borrowings under the New Credit Agreement and funds from operations.

Impact of Recently Issued Accounting Pronouncements

FASB Staff Position (FSP) 109-2, "Accounting and Disclosure Guidance for the Foreign Earnings Repatriation Provision within the American Jobs Creation Act of 2004" (FSP 109-2), provides guidance under SFAS 109, "Accounting for Income Taxes," with respect to recording the potential impact of the repatriation provisions of the American Jobs Creation Act of 2004 (the Jobs Creation Act) on income tax expense and deferred tax liabilities. The Jobs Creation Act was enacted on October 22, 2004. FSP 109-2 states that an enterprise is allowed time beyond the financial reporting period of enactment to evaluate the effect of the Jobs Creation Act on its plan for reinvestment or repatriation of foreign earnings for purposes of applying SFAS 109. During the three months ended September 30, 2005, we completed the initial phase of our analysis of the Jobs Creation Act. In October 2005, our Chief Executive Officer and Board of Directors approved a domestic reinvestment plan to repatriate $115.0 million in foreign earnings during 2005. On October 19, 2005, we repatriated the $115.0 million planned dividend. Subject to obtaining a favorable foreign tax ruling, we may repatriate up to an additional $55.0 million in the fourth quarter of 2005, for a total $170.0 million repatriation plan. Proceeds from the repatriation will be reinvested in our U.S. operations consistent with the objectives of the Jobs Creation Act. See Note 9 in the Notes to Condensed Consolidated Financial Statements for further discussion of the Jobs Creation Act.

In December 2004, the FASB issued SFAS 123 (revised 2004), "Share-Based Payment" (SFAS 123R) which is a revision of SFAS 123, "Accounting for Stock-Based Compensation". SFAS 123R requires all share-based payments to employees, including grants of employee stock options, to be recognized in the financial statements based on their fair values. Pro forma disclosure will no longer be an alternative to financial statement recognition. On April 14, 2005, the SEC announced it would permit most registrants additional time to implement this statement. The SEC will allow registrants to implement this statement at the beginning of their next fiscal year. In accordance with this revised standard, we plan to adopt SFAS 123R on January 1, 2006 and are currently evaluating the impact it will have on the Consolidated Financial Statements.

In November 2004, the Financial Accounting Standards Board (FASB) issued SFAS 151, "Inventory Costs" (SFAS 151), which is an amendment of ARB 43, Chapter 4. SFAS 151 clarifies that abnormal amounts of idle facility expense, freight, handling costs, and wasted materials (spoilage) should be recognized as current-period charges and requires the allocation of fixed production overheads to inventory based on the normal capacity of the production facilities. In accordance with this standard, we adopted SFAS 151 on June 30, 2005. It did not have a material impact on the Consolidated Financial Statements.

Risk Factors

The following risk factors and other information included in this report should be carefully considered. Please also see "Special Note Regarding Forward-Looking Statements" on page 3.

We operate in the highly competitive mattress and pillow industries, and if we are unable to compete successfully, we may lose customers and our sales may decline.

Participants in the mattress and pillow industries compete primarily on price, quality, brand name recognition, product availability and product performance. Our premium mattresses compete with a number of different types of mattress alternatives, including standard innerspring mattresses, viscoelastic mattresses, foam mattresses, waterbeds, futons, air beds and other air-supported mattresses. These alternative products are sold through a variety of channels, including furniture stores, specialty bedding stores, department stores, mass merchants, wholesale clubs, telemarketing programs, television infomercials and catalogs.

Our largest competitors have significant financial, marketing and manufacturing resources and strong brand name recognition, and sell their products through broad and well established distribution channels. Additionally, we believe that a number of our significant competitors now offer mattress products claimed to be similar to our viscoelastic mattresses and pillows. These competitors or other mattress manufacturers may aggressively pursue the viscoelastic mattress market. Any such competition by established manufacturers or new entrants into the market could have a material, adverse effect on our business, financial condition and operating results by causing our products to lose market share. In addition, should any of our competitors reduce prices on premium mattress products, we may be required to implement price reductions in order to remain competitive, which could significantly impair our liquidity and profitability. The pillow industry is characterized by a large number of competitors, none of which is dominant, but many of which have greater resources than us and greater brand recognition than our brand.

We may be unable to effectively manage our growth, which could reduce our liquidity and profitability.

We have grown rapidly, with our Net sales increasing from approximately $221.5 million in 2001 to approximately $684.9 million for the year ended December 31, 2004, and to $621.1 million for the nine months ended September 30, 2005. Our growth has placed, and will continue to place, a strain on our management, production, product distribution network, information systems and other resources. Our growth may strain these resources to the point where they are no longer adequate to support our operations, which would require us to make significant expenditures in these areas. In addition, demand for our products may grow at a rate faster than anticipated, which may result in our inability to produce mattresses and pillows in the quantity demanded. To manage growth effectively, we must:

- continue to significantly increase the volume of products manufactured at our manufacturing facilities in time to meet the anticipated demand for our products;
- continue to enhance our operational, financial and management systems, including our database management, tracking of inquiries, inventory control and product distribution network; and to manage our growing base of retailers, including ensuring compliance with distributor agreements and maintaining adequate credit controls; and
- expand, train and manage our human resources.

We may not be able to effectively manage this expansion in any one or more of these areas, and any failure to do so could significantly harm our business, financial condition and operating results.

We may be unable to sustain growth or profitability, which could impair our ability to service our indebtedness and make investments in our business.

Our financial performance depends, to a significant extent, on our ability to grow our business while maintaining profitability. We may not be able to sustain growth or profitability on a quarterly or annual basis in future periods. Further, our future growth and profitability will depend upon a number of factors, including without limitation:

- the level of competition in the mattress and pillow industry;

- our ability to continue to successfully execute our strategic initiatives and growth strategy;
- our ability to effectively sell our products through our distribution channels in volumes sufficient to drive growth and leverage our cost structure and advertising spending;
- our ability to continuously improve our products to offer new and enhanced consumer benefits, better quality and reduced costs;
- our ability to maintain efficient, timely and cost-effective production and delivery of our products;
- the efficiency and effectiveness of our advertising campaign and other marketing programs in building product and brand awareness, driving traffic to our distribution channels and increasing sales;
- our ability to successfully identify and respond to emerging trends in the mattress and pillow industry;
- our ability to maintain public association of our brand with premium products, including overcoming any impact on our brand caused by some of our customers seeking to sell our products at a discount to our recommended price;
- the level of consumer acceptance of our products; and
- general economic conditions and consumer confidence.

We may not be successful in executing our growth strategy and even if we achieve our strategic plan, we may not be able to sustain profitability. Failure to successfully execute any material part of our strategic plan or growth strategy could significantly impair our ability to service our indebtedness and make investments in our business.

Our operating results are increasingly subject to seasonal and quarterly fluctuations, which could adversely affect the market price of our common stock.

A significant portion of our growth in Net sales is attributable to growth in sales in our Domestic retail channel, particularly sales to furniture stores. We believe that our sales of mattresses and pillows to furniture stores are subject to seasonality inherent in the bedding industry with sales expected to be generally lower in the second and fourth quarters and higher in the first and third quarters. Accordingly, our Net sales may be affected by this seasonality as our domestic retail sales channel continues to grow as a percentage of our overall Net sales.

We may face exposure to product liability, which could reduce our liquidity and profitability and reduce consumer confidence in our products.

We face an inherent business risk of exposure to product liability claims if the use of any of our products results in personal injury or property damage. In the event that any of our products prove to be defective, we may be required to recall or redesign those products. We maintain insurance against product liability claims, but such coverage may not continue to be available on terms acceptable to us or be adequate for liabilities actually incurred. A successful claim brought against us in excess of available insurance coverage could impair our liquidity and profitability, and any claim or product recall that results in significant adverse publicity against us, could result in consumers purchasing fewer of our products, which would also impair our liquidity and profitability.

Our product development and enhancements may not be successful, which could reduce our ability to compete and reduce our revenues and profitability.

Our business focuses on mattresses and pillows made with our viscoelastic material, and we are vulnerable to shifting consumer tastes and demands. Our growth and future success will depend, in part, upon our ability to enhance our existing products and to develop and market new products on a timely basis that respond to customer needs and achieve market acceptance. We may not be successful in developing or marketing enhanced or new products and such products may not be accepted by the market.

Regulatory requirements may require costly expenditures and expose us to liability.

Our products and our marketing and advertising programs are and will continue to be subject to regulation in the U.S. by various federal, state and local regulatory authorities, including the Federal Trade Commission and the U.S. Food and Drug Administration. In addition, other governments and agencies in other jurisdictions regulate the sale and distribution of our products. Compliance with these regulations may have an adverse effect on our business. For example, compliance with changes in fire resistance laws may be costly and could have an adverse impact on the performance of our products. The U.S. Consumer Product Safety Commission and various state regulatory agencies are considering new rules relating to fire retardancy standards for the mattress and pillow industry. The State of California has adopted new fire retardancy standards beginning in 2005. We have developed product modifications that allow us to meet the new standards. Required product modifications have added cost to our products. Many foreign jurisdictions also regulate fire retardancy standards, and changes to these standards and changes in our products that require compliance with additional standards would raise similar risks.

Our marketing and advertising practices could also become the subject of proceedings before regulatory authorities or the subject of claims by other parties. In addition, we are subject to federal, state and local laws and regulations relating to pollution, environmental protection and occupational health and safety. We may not be in complete compliance with all such requirements at all times. We have made and will continue to make capital and other expenditures to comply with environmental and health and safety requirements. If a release of hazardous substances occurs on or from our properties or any associated offsite disposal location, or if contamination from prior activities is discovered at any of our properties, we may be held liable and the amount of such liability could be material.

Allegations of the possibility of price fixing in the mattress industry could increase our costs or otherwise adversely affect our operations.

Our retail pricing policies are subject to antitrust regulations in the U.S. and abroad. If antitrust regulators in any jurisdiction in which we do business initiate investigations into or challenge our pricing or advertising policies, our efforts to respond could force us to divert management resources and we could incur significant unanticipated costs. If such an investigation were to result in a charge that our practices or policies were in violation of applicable antitrust laws or regulations, we could be subject to significant additional costs of defending such charges in a variety of venues and, ultimately, if there were a finding that we were in violation of antitrust laws or regulations, there could be an imposition of fines, damages for persons injured, as well as injunctive or other relief. Any requirement that we pay fines or damages could decrease our liquidity and profitability, and any investigation that requires significant management attention or causes us to change our business practices could disrupt our operations, also resulting in a decrease in our liquidity and profitability.

An increase in our product return rates or an inadequacy in our warranty reserves could reduce our liquidity and profitability.

Part of our Domestic marketing and advertising strategy in certain Domestic channels focuses on providing up to a 120-day money back guarantee under which customers may return their mattress and obtain a refund of the purchase price. For the three and nine months ended September 30, 2005, in the U.S. we had approximately $10.1 million and $27.7 million in returns for a return rate of approximately 8% and 7% of our Net sales in the U.S, respectively. As we expand our sales, our return rates may not remain within our historical levels. An increase in return rates could significantly impair our liquidity and profitability. We also currently provide our customers with a limited 20-year warranty on mattresses sold in the U.S. and a limited 15-year warranty on mattresses sold outside of the U.S. However, as we have only been selling mattresses in significant quantities since 1992, and have released new products in recent years, many are fairly early in their product life cycles. We also provide 2-year to 3-year warranties on pillows. Because our products have not been in use by our customers for the full warranty period, we rely on the combination of historical experience and product testing for the development of our estimate for warranty claims. However, our actual level of warranty claims could prove to be greater than the level of warranty claims we estimated based on our products' performance during product testing. If our warranty reserves are not adequate to cover future warranty claims, their inadequacy could have a materially adverse effect on our liquidity and profitability.

We are subject to risks from our international operations, such as increased costs and the potential absence of intellectual property protection, which could impair our ability to compete and our profitability.

We currently conduct international operations in 14 countries directly and in 46 additional countries through distributors, and we may pursue additional international opportunities. We generated approximately 36% and 35% of our Net sales from non-U.S. operations during the three and nine months ended September 30, 2005, respectively. International suppliers provided a significant portion of our manufacturing material during this period. Our international operations are subject to the customary risks of operating in an international environment, including complying with foreign laws and regulations and the potential imposition of trade or foreign exchange restrictions, tariff and other tax increases, fluctuations in exchange rates, inflation and unstable political situations, the potential unavailability of intellectual property protection and labor issues.

We are subject to the possible loss of our third party distributor arrangements and disruption in product distribution in markets outside the range of our wholly-owned subsidiaries, which would reduce our sales and profitability.

We have third party distributor arrangements in the Asia/Pacific, Middle East, Eastern Europe, Central and South America, and Canada and Mexico markets that are currently outside the range of our wholly-owned subsidiaries. Most of these arrangements provide for exclusive rights for such distributors in a designated territory. If our third party distributors cease distributing our products, sales of our products may be adversely affected because we may not be able to find replacement third party distributors or negotiate arrangements with such replacement third party distributors that are as favorable to us. In addition, under the laws of the applicable countries, we may have difficulty terminating these third party distributor arrangements if we choose to do so. We are currently taking steps to establish and grow our own subsidiary distribution in certain markets rather than sell through third party distributors, and our sales in these markets could be adversely impacted by this transition to a different distribution model.

Our advertising expenditures may not result in increased sales or generate the levels of product and brand name awareness we desire and we may not be able to manage our advertising expenditures on a cost-effective basis.

A significant component of our marketing strategy involves the use of direct marketing to generate sales. Future growth and profitability will depend in part on the effectiveness and efficiency of our advertising expenditures, including our ability to:

- create greater awareness of our products and brand name;
- determine the appropriate creative message and media mix for future advertising expenditures;
- effectively manage advertising costs, including creative and media, to maintain acceptable costs per inquiry, costs per order and operating margins; and
- convert inquiries into actual orders.

If we are not able to protect our trade secrets or maintain our trademarks, patents and other intellectual property, we may not be able to prevent competitors from developing similar products or from marketing in a manner that capitalizes on our trademarks, and this loss of a competitive advantage could decrease our profitability and liquidity.

We rely on trade secrets to protect the design, technology and function of our viscoelastic material and our products. To date, we have not sought U.S. or international patent protection for our principal product formula and manufacturing processes. Accordingly, we may not be able to prevent others from developing viscoelastic material and products that are similar to or competitive with our products. Our ability to compete effectively with other companies also depends, to a significant extent, on our ability to maintain the proprietary nature of our owned and licensed intellectual property. We own several patents on aspects of our products and have patent applications pending on aspects of our manufacturing processes. However, the principal product formula and manufacturing processes for our viscoelastic material and our products are not patented. We own 11 U.S. patents, and we have 13 U.S. patent applications pending. Further, we own approximately 40 foreign patents, and we have approximately 36 foreign patent applications pending. In addition, we hold approximately 621 trademark registrations and applications worldwide. We own U.S. and foreign registered trade names and service marks and have applications for the registration of trade names and service marks pending domestically and abroad. We also license certain intellectual property rights from third parties.

Although our trademarks are currently registered in the U.S. and registered or pending in at least 50 foreign countries, they could be circumvented, or violate the proprietary rights of others, or we could be prevented from using them if challenged. A challenge to our use of our trademarks could result in a negative ruling regarding our use of our trademarks, their validity or their enforceability, or could prove expensive and time consuming in terms of legal costs and time spent defending against it. Any loss of trademark protection could result in a decrease in sales or cause us to spend additional amounts on marketing, either of which could decrease our liquidity and profitability. In addition, if we incur significant costs defending our trademarks that could also decrease our liquidity and profitability. In addition, we may not have the financial resources necessary to enforce or defend our trademarks. Furthermore, our patents may not provide meaningful protection and patents may never be issued for our pending patent applications. It is also possible that others could bring claims of infringement against us, as our principal product formula and manufacturing processes are not patented, and that any licenses protecting our intellectual property could be terminated. If we were unable to maintain the proprietary nature of our intellectual property and our significant current or proposed products, this loss of a competitive advantage could result in decreased sales or increased operating costs, either of which would decrease our liquidity and profitability.

In addition, the laws of certain foreign countries may not protect our intellectual property rights and confidential information to the same extent as the laws of the U.S. or the European Union. Third parties, including competitors, may assert intellectual property infringement or invalidity claims against us that could be upheld. Intellectual property litigation, which could result in substantial cost to and diversion of effort by us, may be necessary to protect our trade secrets or proprietary technology or for us to defend against claimed infringement of the rights of others and to determine the scope and validity of others' proprietary rights. We may not prevail in any such litigation, and if we are unsuccessful, we may not be able to obtain any necessary licenses on reasonable terms or at all.

Because we depend on our significant customers, a decrease or interruption in their business with us would reduce our sales and profitability.

Our top five customers, collectively, accounted for 13% and 11% of our Net sales for the three and nine months ended September 30, 2005, respectively. Our largest customer accounted for 5% and 4% of our Net sales during the three and nine months ended September 30, 2005. Many of our customer arrangements are by purchase order or are terminable at will at the option of either party. A substantial decrease or interruption in business from our significant customers could result in write-offs or in the loss of future business and could reduce our liquidity and profitability.

In the future, retailers may consolidate, undergo restructurings or reorganizations, or realign their affiliations, any of which could decrease the number of stores that carry our products or increase the ownership concentration in the retail industry. Some of these retailers may decide to carry only a limited number of brands of mattress products, which could affect our ability to sell our products to them on favorable terms, if at all. Our loss of significant customers would impair our sales and profitability and have a material, adverse effect on our business, financial condition and results of operations.

We are subject to fluctuations in the cost of raw materials, and increases in these costs would reduce our liquidity and profitability.

The major raw materials that we purchase for production are polyol, an industrial commodity based on petroleum, and proprietary additives. The price and availability of these raw materials are subject to market conditions affecting supply and demand, and prices have risen substantially on certain materials in the past three months. Our financial condition or results of operations may be materially and adversely affected by increases in raw material costs to the extent we are unable to pass those higher costs to our customers.

Loss of suppliers and disruptions in the supply of our raw materials could increase our costs of production and reduce our ability to compete effectively.

We currently obtain all of the materials used to produce our viscoelastic material from outside sources. We currently acquire almost all of our polyol from two suppliers with multiple manufacturing facilities. If we were unable to obtain polyol from these suppliers, we would have to find replacement suppliers. Any substitute arrangements for polyol might not be on terms as favorable to us. In addition, we purchase proprietary additives from a number of vendors. We may not be able to prevent an interruption of production if any supplier were to discontinue supplying us for any reason. We maintain relatively small supplies of our raw materials on-site, and any disruption in the on-going shipment of supplies to us could interrupt production of our products, which could result in a decrease of our sales, or could cause an increase in our cost of sales, and either of these results could decrease our liquidity and profitability. In addition, we continue to outsource the procurement of certain goods and services from suppliers in foreign countries. If we were no longer able to outsource these suppliers, we could source it elsewhere at a higher cost. To the extent we are unable to pass those higher costs to our customers; those costs could reduce our gross profit margin, which could result in a decrease in our liquidity and profitability.

We may be adversely affected by fluctuations in exchange rates, which could affect our results of operations, the costs of our products and our ability to sell our products in foreign markets.

Approximately 36% and 35% of our Net sales were received or denominated in foreign currency for the three and nine months ended September 30, 2005, respectively. As a multinational company, we conduct our business in a wide variety of currencies and are therefore subject to market risk for changes in foreign exchange rates. We use foreign exchange forward contracts to manage a portion of the exposure to the risk of the eventual net cash inflows and outflows resulting from foreign currency denominated transactions between Tempur-Pedic subsidiaries and their customers and suppliers, as well as between the Tempur-Pedic subsidiaries themselves. The hedging transactions may not succeed in managing our foreign currency exchange rate risk. See “Item 3. Quantitative and Qualitative Disclosures About Market Risk—Foreign Currency Exposures” under Part I of this report.

Foreign currency exchange rate movements also create a degree of risk by affecting the U.S. dollar value of sales made and costs incurred in foreign currencies. We do not enter into hedging transactions to hedge this risk. Consequently, our reported earnings and financial position could fluctuate materially as a result of foreign exchange gains or losses. Our outlook assumes no significant changes in currency values from current rates. Should currency rates change sharply, our results could be negatively impacted. See “Item 3. Quantitative and Qualitative Disclosures About Market Risk—Foreign Currency Exposures” under Part I of this report.

We produce all of our products in two manufacturing facilities and have commenced construction on a third manufacturing facility, and unexpected equipment failures, delays in deliveries, catastrophic loss or construction delays may lead to production curtailments or shutdowns.

We manufacture all of our products at our two facilities in Aarup, Denmark and Duffield, Virginia. An interruption in production capabilities at these plants as a result of equipment failure could result in our inability to produce our products, which would reduce our sales and earnings for the affected period. In addition, we generally deliver our products only after receiving the order from the customer or the retailer and thus do not hold large inventories. In the event of a stoppage in production at either of our manufacturing facilities, even if only temporary, or if we experience delays as a result of events that are beyond our control, delivery times could be severely affected. For example, our third party carrier could potentially be unable to deliver our products within acceptable time periods due to a labor strike or other disturbance in its business. Any significant delay in deliveries to our customers could lead to increased returns or cancellations and cause us to lose future sales. Any increase in freight charges could increase our costs of doing business and harm our profitability. We have introduced new distribution programs to increase our ability to deliver products on a timely basis, but if we fail to deliver products on a timely basis, we may lose sales which could decrease our liquidity and profitability. Our manufacturing facilities are also subject to the risk of catastrophic loss due to unanticipated events such as fires, explosions or violent weather conditions. We may in the future experience material plant shutdowns or periods of reduced production as a result of equipment failure, delays in deliveries or catastrophic loss.

In September 2004, we commenced construction on our third manufacturing facility, located in Albuquerque, New Mexico. This facility is currently expected to require capital expenditures of approximately $90.0 million and to be completed in the second quarter of 2006. If construction of this manufacturing facility is delayed, we may not have the manufacturing capacity necessary to meet anticipated future demand for our products. In addition, if our capital expenditures exceed our estimates, our liquidity and profitability could be impaired.

A deterioration in labor relations could disrupt our business operations and increase our costs, which could decrease our liquidity and profitability.

As of September 30, 2005, we had approximately 1,400 full-time employees, with approximately 600 in the U.S., 300 in Denmark and 500 in the rest of the world. The employees in Denmark are under a government labor union contract, but those in the U.S. are not. Any significant increase in our labor costs could decrease our liquidity and profitability and any deterioration of employee relations, slowdowns or work stoppages at any of our locations, whether due to union activities, employee turnover or otherwise, could result in a decrease in our Net sales or an increase in our costs, either of which could decrease our liquidity and profitability.

The loss of the services of any members of our senior management team could impair our ability to execute our business strategy and as a result, reduce our sales and profitability.

We depend on the continued services of our senior management team. The loss of such key personnel could have a material, adverse effect on our ability to execute our business strategy and on our financial condition and results of operations. We do not maintain key-person insurance for members of our senior management team other than Robert B. Trussell, Jr. We may have difficulty replacing members of our senior management team who leave and, therefore, the loss of the services of any of these individuals could harm our business.

Our leverage limits our flexibility and increases our risk of default.

As of September 30, 2005, we had $304.1 million in Long-term debt outstanding. In addition, as of September 30, 2005, our Stockholders' Equity was $271.8 million. Our high degree of leverage could have important consequences to our investors, such as:

- limiting our flexibility in planning for, or reacting to, changes in our business and the industries in which we compete and increasing our vulnerability to general, adverse economic and industry conditions;
- limiting our ability to obtain in the future additional financing we may need to fund future working capital, capital expenditures, product development, acquisitions or other corporate requirements;
- requiring the dedication of a substantial portion of our cash flow from operations to the payment of principal and interest on our debt, which will reduce the availability of cash flow to fund working capital, capital expenditures, product development, acquisitions and other corporate requirements; and
- placing us at a competitive disadvantage compared to competitors who are less leveraged and have greater financial and other resources.

In addition, the instruments governing our debt contain financial and other restrictive covenants, which limit our operating flexibility and could prevent us from taking advantage of business opportunities. In addition, our failure to comply with these covenants may result in an event of default. If such event of default is not cured or waived, we may suffer adverse effects on our operations, business or financial condition, including acceleration of our debt.

Our ability to meet our debt obligations and to reduce our indebtedness will depend on our future performance, which depends partly on general economic conditions and financial, business, political and other factors that are beyond our control. We may not be able to continue to generate cash flow from operations at or above current levels and meet our cash interest payments on all of our debt and other liquidity needs. If our cash flow and capital resources are insufficient to allow us to make scheduled payments on our Senior Subordinated Notes or our other debt, we may have to sell assets, seek additional capital or restructure or refinance our debt. We may not be able to pay or refinance our debt on acceptable terms or at all. Our ability to refinance all or a portion of our debt or to obtain additional financing is substantially limited under the terms of the indenture governing the Senior Subordinated Notes and our new global senior credit facility. Under the terms of our debt instruments, we and our subsidiaries may be able to incur substantial additional indebtedness in the future, which would exacerbate the risks associated with our substantial leverage.

If our business plans change or if general economic, financial or political conditions in any of our markets or competitive practices in our industry change materially from those currently prevailing or from those now anticipated, or if other presently unexpected circumstances arise that have a material effect on the cash flow or profitability of our business, the anticipated cash needs of our business as well as the conclusions as to the adequacy of the available sources could change significantly. Any of these events or circumstances could involve significant additional funding needs in excess of the identified currently available sources, and could require us to raise additional capital to meet those needs. However, our ability to raise additional capital, if necessary, is subject to a variety of additional factors, including the commercial success of our operations, the volatility and demand of the capital and lending markets and the future market prices of our securities.

We are vulnerable to interest rate risk with respect to our debt, which could lead to an increase in interest expense.

We are subject to interest rate risk in connection with our issuance of variable rate debt under our new global senior credit facility. Interest rate changes could increase the amount of our interest payments and thus, negatively impact our future earnings and cash flows. We estimate that our annual interest expense on our floating rate indebtedness would increase by $2.1 million for each 1% increase in interest rates until IBOR reaches 5%. After IBOR reaches 5% our annual interest expense on the unhedged portion of our floating rate indebtedness would increase by $1.5 million for each 1% increase in interest rates. See “Item 3. Quantitative and Qualitative Disclosures About Market Risk—Interest Rate Risk” under Part I of this report.

Our stock price is likely to continue to be volatile, your investment could decline in value, and we may incur significant costs from class action litigation.

The trading price of our common stock is likely to continue to be volatile and subject to wide price fluctuations. Further, our common stock has a limited trading history. The trading price of our common stock may fluctuate significantly in response to various factors, including:

- actual or anticipated variations in our quarterly operating results, including those resulting from seasonal variations in our business;
- introductions or announcements of technological innovations or new products by us or our competitors;
- disputes or other developments relating to proprietary rights, including patents, litigation matters, and our ability to patent our products and technologies;

- changes in our financial estimates by securities analysts;
- conditions or trends in the specialty bedding industry;
- additions or departures of key personnel;
- announcements by us or our competitors of significant acquisitions, strategic partnerships, joint ventures or capital commitments;
- announcements by our competitors of their quarterly operating results or announcements by our competitors of their views on trends in the bedding industry;
- regulatory developments in the U.S. and abroad;
- economic and political factors; and
- public announcements or filings with the SEC indicating that significant stockholders, directors or officers are selling shares of common stock.

In addition, the stock market in general has experienced significant price and volume fluctuations that have often been unrelated or disproportionate to operating performance. These broad market factors may seriously harm the market price of our common stock, regardless of our operating performance.

In the past, following periods of volatility in the market price of a company's securities, securities class action litigation has often been instituted. A securities class action suit against us could result in potential liabilities, substantial costs, and the diversion of our management's attention and resources, regardless of the outcome. See Part 2, Item I, Legal Proceedings.

Future sales of our common stock may depress our stock price.

The market price of our common stock could decline as a result of sales of substantial amounts of our common stock in the public market, or the perception that these sales could occur. In addition, these factors could make it more difficult for us to raise funds through future offerings of common stock. As of October 31, 2005, there were 97,382,240 shares of our common stock outstanding. All of our shares of our common stock are freely transferable without restriction or further registration under the Securities Act of 1933, except for certain shares of our common stock held by our executive officers, directors, principal stockholders, and some related parties. As previously disclosed in Current Reports on Form 8-K filed on March 22, 2005 and April 27, 2005, our two largest stockholders made partial distributions to their investors of a total of 11.0 million shares of our common stock in March 2005, and one of these stockholders made an additional distribution to its investors of 7.0 million shares in April 2005. Additionally, one of these stockholders sold 5.3 million shares in June 2005. These stockholders may choose to make additional distributions or sales of our common stock in the future.

In addition, on December 24, 2003, we registered up to 14,982,532 shares of our common stock reserved for issuance upon the exercise of options granted or reserved for grant under our 2002 Stock Option Plan, our 2003 Equity Incentive Plan and our 2003 Employee Stock Purchase Plan. Stockholders can sell these shares in the public market upon issuance, subject to restrictions under the securities laws and any applicable lock-up agreements.

Our current principal stockholders own a large percentage of our common stock and could limit you from influencing corporate decisions.

As of September 30, 2005, our executive officers, directors, current principal stockholders, and their respective affiliates beneficially own, in the aggregate, approximately 32.5% of our outstanding common stock on a fully diluted basis, after giving effect to the weighted average vesting of all unvested options. These stockholders, as a group, are able to control substantially all matters requiring approval by our stockholders, including mergers, sales of assets, the election of all directors, and approval of other significant corporate transactions, in a manner with which you may not agree or that may not be in your best interest.

Provisions of Delaware law and our charter documents could delay or prevent an acquisition of us, even if the acquisition would be beneficial to you.

Provisions of Delaware law and our certificate of incorporation and by-laws could hamper a third party's acquisition of us, or discourage a third party from attempting to acquire control of us. Our stockholders may not have the opportunity to participate in these transactions. These provisions could also limit the price that investors might be willing to pay in the future for shares of our common stock.

These provisions include:

- our ability to issue preferred stock with rights senior to those of the common stock without any further vote or action by the holders of our common stock;
- the requirements that our stockholders provide advance notice when nominating our directors; and
- the inability of our stockholders to convene a stockholders' meeting without the chairperson of the board, the president, or a majority of the board of directors first calling the meeting.

We do not anticipate paying dividends on our capital stock in the foreseeable future.

We do not anticipate paying any dividends in the foreseeable future. We currently intend to retain our future earnings, if any, to fund the development and growth of our business. In addition, the terms of the instruments governing our existing debt and any future debt or credit facility may preclude us from paying any dividends.

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ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Foreign Currency Exposures

Our earnings, as a result of our global operating and financing activities, are exposed to changes in foreign currency exchange rates, which may adversely affect our results of operations and financial position. Our outlook assumes no significant changes in currency values from current rates. Should currency rates change sharply, our results could be negatively impacted. A sensitivity analysis indicates the potential loss in fair value on foreign currency forward contracts outstanding at September 30, 2005, resulting from a hypothetical 10% adverse change in all foreign currency exchange rates against the U.S. Dollar, is approximately $4.4 million. Such losses would be largely offset by gains from the revaluation or settlement of the underlying Assets and Liabilities that are being protected by the foreign currency forward contracts.

We do not apply hedge accounting to the foreign currency forward contracts used to offset currency-related changes in the fair value of foreign currency denominated assets and liabilities. These contracts are marked-to-market through earnings at the same time that the exposed assets and liabilities are remeasured through earnings.

Interest Rate Risk

We are exposed to changes in interest rates. All of our indebtedness under our prior senior credit facility and unsecured revolving credit facility is variable-rate debt. In addition, our New Credit Agreement and the Series A bonds issued in connection with our New Mexico facility are variable-rate debt. We currently do not expect our debt levels under the New Credit Agreement to have a materially different impact on our interest rate risk from that associated with our prior senior credit facility.

Interest rate changes generally do not affect the market value of such debt but do impact the amount of our interest payments and therefore, our future earnings and cash flows, assuming other factors are held constant. On September 30, 2005, we had variable-rate debt of approximately $208.2 million. Holding other variables constant including levels of indebtedness, a one hundred basis point increase in interest rates on our variable-rate debt would cause an estimated reduction in income before income taxes for the next year of approximately $2.1 million. We were required under the terms of our prior senior credit facility to have at least $60.0 million of our total indebtedness subject to either a fixed interest rate or interest rate protection through March 31, 2006.

In January 2003, we paid premiums to purchase two three-year interest rate caps for the purpose of protecting $60.0 million of the existing variable-rate debt outstanding, at any given time, against LIBOR rates rising above 5%. Under the terms of the interest rate caps, we paid premiums to receive payments based on the difference between 3-month LIBOR and 5% during any period in which the 3-month LIBOR rate exceeds 5%. The interest rate caps settle on the last day of March, September, September and December until expiration, on March 31, 2006.

As a result of entering into the interest rate caps, we have mitigated our exposure to interest rate fluctuations above the predetermined level. As the interest payments on long-term debt are based on 3-month LIBOR and we receive a payment based on the difference between the set ceiling (5%) and 3-month LIBOR from the interest rate cap counter-party, we have eliminated any impact to rising interest rates above the stated ceiling, for an amount equal to $60.0 million of our total debt outstanding.

The fair value carrying amount of these instruments at September 30, 2005 and December 31, 2004 are presented below:

($ in millions)	**September 30, 2005**	**December 31, 2004**
Foreign exchange receivable	**$ —**	$ 0.5
Foreign exchange payable	**(1.3)**	—
Total	**$ (1.3)**	$ 0.5

ITEM 4. CONTROLS AND PROCEDURES

An evaluation was performed under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, of the effectiveness of our disclosure controls and procedures, as defined in Rules 13a-15(e) and 15d-15(e) under the Securities and Exchange Act of 1934, as amended (Exchange Act), as of the end of the period covered by this report. Based on that evaluation, our management, including our principal executive officer and principal financial officer, concluded that our disclosure controls and procedures were effective as of September 30, 2005 and designed to ensure that information required to be disclosed by us in reports that we file or submit under the Exchange Act, is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms and that such information is accumulated and communicated to our management, including our principal executive and financial officers, as appropriate to allow timely decisions regarding required disclosure.

During our last fiscal quarter, there were no changes in our internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II
OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

Starting on or about October 7, 2005, several purported class actions were filed against the Company and four of its directors and officers in the United States District Court for the Eastern District of Kentucky (Lexington Division) on behalf of shareholders who purchased the Company's stock between April 22, 2005 and September 19, 2005 (the Securities Law Complaints). The Securities Law Complaints assert claims arising under Sections 10(b) and 20(a) of the Securities Exchange Act of 1934. The Securities Law Complaints allege that certain of the Company's public disclosures regarding its financial performance between April 22, 2005 and September 19, 2005 were false and/or misleading. The principal allegation set forth in the Securities Law Complaints is that the Company did not disclose the impact of competition on its prospects. The plaintiffs seek compensatory damages, costs, fees and other relief within the Court's discretion. We strongly believe that the lawsuits lack merit, and we intend to defend against the claims vigorously. However, due to the inherent uncertainties of litigation, we cannot predict the outcome of the lawsuits at this time, and we can give no assurance that these claims will not have a material adverse affect on our financial position or results of operations.

We are involved in various other legal proceedings incident to the ordinary course of our business. We believe that the outcome of all such pending legal proceedings in the aggregate will not have a materially adverse effect on our business, financial condition, liquidity or operating results.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

None

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None

ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

None

ITEM 5. OTHER INFORMATION

(a) Not applicable.

(b) Not applicable.

ITEM 6. EXHIBITS

Exhibits

10.1	Amended and Renewed Revolving Promissory Note dated August 4, 2005 with Fifth Third Bank.
31.1	Certification of Chief Executive Officer, pursuant to Securities Exchange Act Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Chief Financial Officer, pursuant to Securities Exchange Act Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1 *	Certification of Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

* This exhibit shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liabilities of that Section, nor shall it be deemed incorporated by reference in any filings under the Securities Act of 1933 or the Securities Exchange Act of 1934, whether made before or after the date hereof and irrespective of any general incorporation language in any filings.

SIGNATURES

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

TEMPUR-PEDIC INTERNATIONAL INC.
(Registrant)

Date: November 7, 2005

By: /s/ DALE E. WILLIAMS

Dale E. Williams
Senior Vice President, Chief Financial Officer,
Secretary and Treasurer

SECOND AMENDED AND RENEWED
REVOLVING PROMISSORY NOTE
("Note")

TEMPUR PRODUCTION USA, INC.
a Virginia corporation
4700 Boone Trail Rd. South
Duffield, Virginia 24244
"BORROWER"

$50,000,000.00

Dated Effective as of: August 4, 2005

1. FOR VALUE RECEIVED TEMPUR PRODUCTION USA, INC., a Virginia corporation, with its principal office and place of business at 4700 Boone Trail Rd. South, Duffield, Virginia 24244 ("Borrower"), promises to pay to the order of FIFTH THIRD BANK, a Michigan banking corporation, with its office and principal place of business at 250 West Main Street, Suite 100, Lexington, Kentucky 40507 (the "Bank"), the principal sum of Fifty Million and No/100 Dollars ($40,000,000.00), or, if less, the aggregate unpaid principal amount of Advances, and to pay interest on such principal amount from time to time outstanding at the variable rate per annum equal to the Prime Rate (as defined below) minus one-half of one percent (-.50%), which rate shall be adjusted each time and the same time the Prime Rate changes, all of such payments to be made in lawful money of the United States of America in immediately available funds, without defalcation, offset or reduction. For purposes of this Note, "Prime Rate" shall mean a rate per annum equal to the prime rate of interest as published in the *Wall Street Journal* from time to time, or if such publication ceases, the prime rate of interest announced by Bank or its parent (which is not necessarily the lowest rate charged to any customer), changing when and as said prime rate changes.

2. This Note represents an amendment and renewal, and not a novation, of that certain Amended and Renewed Revolving Promissory Note dated April 1, 2005, in the face principal amount of Forty Million and No/100 Dollars ($40,000,000.00). The Bank agrees to make available to the Borrower from time to time until December 2, 2005, Advances requested by the Borrower hereunder; provided, however, the aggregate principal amount outstanding hereunder shall not exceed the face amount of this Note at any time. Advances under this Note shall only be made in accordance with the terms and conditions set forth herein and provided that no Event of Default as defined herein has occurred or then exists.

3. This Note evidences indebtedness of Borrower to Bank which indebtedness may increase or decrease from time to time and the total amount advanced pursuant hereto may exceed the face amount hereof; provided, however, the aggregate principal amount outstanding hereunder shall not exceed the face amount of this Note at any time. It is further contemplated that, by reason of payments hereon, there may be times when no indebtedness is owing hereunder, but notwithstanding such occurrences, this Note shall remain valid and shall continue to be in full force and effect as to Advances made subsequent to each such occurrence.

4. As used in this Note, the following terms shall have the meanings set forth below:

.1 (a) "Advance" shall mean any disbursement of funds to the Borrower under this Note, subject to the limitations set forth herein.

(b) "Affiliate" means, when used with reference to a specified Person, any Person that directly or indirectly through one or more intermediaries controls or is controlled by, or is under common control with, the specified Person. For purposes of the preceding sentence, the term "control" means the power, direct or indirect, to direct or cause the direction of the management and policies of a Person through voting securities, contract or otherwise.

(c) “Business Day” shall mean, as to notices to or matters affecting Bank, a day other than a Saturday, Sunday or a public holiday under the laws of the Commonwealth of Kentucky or of the United States.

(d) “Event of Default” means any of the events specified in Section 13 herein.

(e) “GAAP” shall mean generally accepted accounting principles as in effect in the United States from time to time, consistently applied. Whenever any accounting term is used herein which is not otherwise defined, it shall have the meaning ascribed thereto under GAAP.

(f) “Guaranty” shall mean that certain guarantee of the Indebtedness and the obligations as described therein, as evidenced by a Second Amended and Restated Guaranty of Payment and Performance executed and delivered by Tempur-Pedic, Inc., a Kentucky corporation (the “Guarantor”) and given in order to induce the Bank to make the loan as evidenced by this Note, all as more particularly identified in Section 9(g) hereof.

(g) “Indebtedness” shall mean all items of indebtedness, obligations or liability, whether matured or unmatured, liquidated or unliquidated, direct, indirect, or contingent, joint or several, evidenced by this Note or any other Loan Document, which may be due or payable to Bank from time to time by Borrower.

(h) “Loan Documents” shall mean this Note, the Guaranty and any other instruments, certificates or documents previously delivered, now delivered or hereafter delivered by Borrower or any other person in connection with, evidencing, securing or relating to the Loan.

(i) “Loan” shall mean the revolving loan as evidenced by this Note.

(j) “Material Adverse Effect” shall mean a material adverse effect on the (i) business, property or assets or the condition, financial or otherwise, of Borrower or (ii) Borrower’s ability to perform its obligations under the Loan Documents.

(k) “Person” shall mean any individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority or other entity of whatever nature.

5. Borrower shall repay this Note by paying all accrued but unpaid interest monthly beginning on the first day of August, 2005, and continuing on the first day of each month thereafter until December 2, 2005 (the “Maturity Date”), at which time all outstanding principal and accrued interest shall be due and payable in full. Interest on this Note will be computed on the basis of the actual number of days elapsed over an assumed year of 360 days. Borrower shall make each payment under this Note not later than 12:00 p.m. (Noon), Lexington, Kentucky, Eastern Time, on the date when due, in lawful money of the United States of America, to Bank at its office address stated above in immediately available funds. Except as otherwise prohibited by any blocked account agreement, deposit account control agreement or similar agreement between the Borrower, GE Credit Corporation (“GECC”) and Bank (collectively, the “Blocked Account Agreements”), Borrower hereby authorizes Bank to charge against any account of Borrower with Bank containing unrestricted funds any amount so due. Whenever any payment to be made under this Note shall be stated to be due on a Saturday, Sunday or a public holiday or banking holiday, such payment shall be made on the next succeeding Business Day, and such extension of time shall be in such case be included in the computation of the payment of interest.

6. Upon the occurrence of any Event of Default set forth in Section 13 below, the interest rate on the entire principal balance and all matured interest installments outstanding shall automatically increase by two percent (2%) per annum and shall thereafter continue at that rate as long as any such Event of Default continues to exist; provided, however, that the total interest rate charged Borrower shall not exceed the maximum rate of interest allowed by law and if such increased rate of interest exceeds the maximum amount permitted under applicable law in such circumstances, the amount of the increased interest rate shall be increased by such lesser maximum amount as legally may be allowed, and Bank’s entitlement to such sum shall be in addition to, and not in lieu of, all other rights and remedies available to Bank as a result of such overdue payment. If a law which applies to this Note is interpreted so that the interest collected or to be collected hereunder exceeds the legal amount, then the interest rate charged hereunder shall be reduced by the amount necessary to reduce the interest charged to the

maximum legal amount and this Note and all sums due hereunder shall immediately become due and payable in full at the election of the holder hereof. It is agreed that all matured interest installments outstanding shall also bear interest until paid at the same rate that continues to accrue on the principal outstanding.

7. The undersigned may prepay all or part of this Note at any time without premium or penalty. The Borrower may at any time on at least three (3) Business Days' prior written notice to the Bank, terminate the Bank's commitment to lend hereunder. Upon the effective date of such termination all outstanding Indebtedness shall become immediately due and payable hereunder.

8. The undersigned certifies that the proceeds of this Note shall be used solely for its working capital needs and to pay any fees and expenses incurred by the Borrower in connection with the negotiation and execution of this Note and the other Loan Documents.

9. The obligation of Bank to make the loan evidenced by this Note or any Advance hereunder is subject to (i) the performance of all of the obligations of Borrower to be performed hereunder at, prior to or subsequent to the making the loan, as applicable, and (ii) the satisfaction of all of the following conditions:

(a) Loan Documents. All Loan Documents shall be duly executed by Borrower and Guarantor and delivered to Bank, all of which shall be in form and substance reasonably satisfactory to Bank and to counsel for Bank.

(b) Representations and Warranties; No Defaults. Each and every representation and warranty made by the Borrower herein and by Guarantor in the Guaranty shall be substantially true, complete and accurate as of the date hereof and no Event of Default shall exist which has not been cured to Bank's satisfaction as of the date hereof.

(c) Borrower and Guarantor Resolutions and Records. There shall have been delivered to Bank all of the following for Borrower and Guarantor:

(i) Certified or unanimous consent resolutions of Borrower and Guarantor signed by all directors thereof, and authorizing Borrower and Guarantor to enter into the Loan Documents to which each is a party and to take all action relative to this Note and the other Loan Documents; authorizing the persons whose names appear on any Loan Document to sign the same and containing the true signatures of such persons on which Bank may conclusively rely;

(ii) Certified copies of the Articles of Incorporation and By Laws of Borrower and Guarantor as in effect on the date hereof; and

(iii) Certificates of Existence as of a recent date for Borrower and Guarantor.

(d) No Change in Condition. There shall have been no material adverse change in the condition, financial or otherwise, of Borrower or Guarantor since the date of the most recent financial information that has been furnished to Bank.

(e) Costs and Expenses. Borrower shall have paid all costs and expenses of Bank for which Borrower is responsible pursuant to the terms of the Loan Documents.

.2 (f) Opinion of Legal Counsel. At the sole cost of Borrower, Borrower shall deliver to Bank one or more written opinions of legal counsel to Borrower and Guarantor satisfactory to Bank and in form and substance satisfactory to counsel for Bank as to such matters incident to the transactions contemplated herein as Bank may reasonably request.

(g) Guaranty. Guarantor shall have executed and delivered to Bank an unconditional second amended and restated guaranty in which Guarantor guarantees, among other things, payment of all obligations of Borrower under this Note pursuant to the terms of the Guaranty. The Guaranty shall be valid and enforceable upon delivery and shall continue to remain in full force and effect until all of the outstanding Indebtedness referred to in this Note and owed by Borrower to Bank has been paid in full.

(h) Miscellaneous Matters. All legal details and proceedings in connection with the transactions contemplated by this Note, the Guaranty and all Loan Documents delivered to or held on behalf of Bank pursuant to this Note shall be in form and substance reasonably satisfactory to Bank and to counsel for Bank, and Bank shall have received all such other counterpart originals or certified or other copies of such documents and proceedings in connection with such transactions, in form and substance reasonably satisfactory to Bank and said counsel, as Bank or said counsel may reasonably request.

10. Borrower represents and warrants to Bank, as of the date hereof and as of the date of each Advance under this Note as follows (each of which shall be deemed to be a continuing representation and warranty until such time as all Indebtedness evidenced by the Loan Documents shall have been paid in full and Borrower has no further liability to Bank):

.3 (a) Organization and Qualification. Borrower:

.1 (i) is a corporation duly organized, validly existing and in good standing under the laws of the State of Virginia;

.2 (ii) has the lawful power to engage in the business it presently conducts; and

.3 (iii) is duly licensed or qualified and in good standing as a corporation or limited partnership in each jurisdiction where the nature of the business transacted by each makes such licensing or qualification necessary, except where the failure to be so licensed or qualified could not reasonably be expected to have a Material Adverse Effect.

.4 (b) Power and Authority. Borrower has the power and authority to enter into and carry out the Loan Documents delivered by Borrower in connection herewith, to execute and deliver such Loan Documents, and to perform each of such Borrower's obligations under the Loan Documents. Borrower has the power and authority to make the borrowings contemplated hereby and all such actions have been fully authorized by all necessary proceedings on the part of Borrower.

.5 (c) Validity and Binding Effect. This Note and the other Loan Documents have been duly and validly executed and delivered by the Borrower. This Note and the other Loan Documents constitute legal, valid and binding obligations of the Borrower enforceable in accordance with their respective terms, except as may be limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' remedies. No authorization, approval, exemption or consent by any governmental or public body or other authority is required in connection with the authorization, execution, delivery and carrying out of the terms of the Loan Documents by Borrower.

.6 (d) No Conflict. Neither the execution and delivery of the Loan Documents, the Borrower's consummation of the transactions contemplated herein or therein, nor compliance with the terms and provisions hereof or thereof will conflict with or result in any default under or breach or violation of the terms and conditions of the Articles of Incorporation or the By Laws of Borrower; any state or federal law or regulation or any order, writ, injunction or decree of any court or governmental instrumentality applicable to Borrower; or any agreement or instrument to which Borrower is a party or to which Borrower is subject (other than conflicts, defaults, or violations that could not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect), or which will result in the creation or enforcement of any lien, charge or encumbrance whatsoever upon any property of Borrower.

.7 (e) Other Agreements. Except as disclosed in writing by Borrower to the Bank prior to the date of this Note, Borrower is not a party to any indenture, loan, or credit agreement, or to any lease or other agreement or instrument, or subject to any charter or company or corporate restriction which could have a material adverse effect on the business, properties, assets, operations or conditions, financial or otherwise, of Borrower or the ability of Borrower to carry out its obligations under the Loan Documents. Borrower is not in default in any respect in the performance, observance, or fulfillment of any of the material obligations, covenants, or conditions contained in any material agreement or instrument to which it is a party.

.8 (f) Litigation. There are no actions, suits, proceedings or investigations pending or threatened against Borrower at law or in equity before any court or before any federal, state, municipal or any governmental department, commission, board, agency or instrumentality, whether or not covered by insurance, which, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect. Borrower is not in violation of or in default with respect to any order, writ, injunction or any decree of any court or any federal, state, municipal or other governmental department, commission or bureau, agency or instrumentality which could reasonably be expected to result in a Material Adverse Effect.

.9 (g) Operation of Business. Except as may have been disclosed in writing to and approved by Bank, Borrower has made application for or otherwise possesses all licenses, permits, franchises, patents, copyrights, trademarks and trade names, or rights thereto, to conduct its business substantially as now conducted and as presently proposed to be conducted.

.10 (h) Tax Returns and Taxes. Borrower has filed, in a timely fashion and will in the future file in a timely fashion, all federal and all other material tax returns or reports (state and local) required to be filed and has paid, and will promptly pay in the future, all material taxes, assessments, fees and governmental charges and levies shown or required to be shown thereon to be due, including interest and penalties, except those being contested in good faith and by appropriate proceedings and for which adequate reserves have been established. No material additional assessments currently exist for which adequate reserves have not been established.

.11 (i) General Validity. No representation or warranty by Borrower contained herein or made by Borrower or any other Person in any other Loan Document contains any untrue statement of material fact or omits to state a material fact necessary in order to make such representation or warranty not misleading in light of the circumstances under which it was made. There are no facts which materially and adversely affect the business, operations, affairs or condition of Borrower or Guarantor other than those facts disclosed to Bank in writing prior to the time of closing or as set forth herein.

.12 (j) Financial Statements; No Adverse Change. The financial information and other documents of the Borrower and Guarantor previously furnished to Bank are true, complete and accurate and are not misleading in any material respect. There has been no material adverse change in the business, operating or financial condition of Borrower or Guarantor since the date of the most recent financial information that has been furnished to Bank. All financial statements and other financial information furnished to Bank fairly and accurately represent the financial condition of the Borrower and Guarantor as of their respective dates in all material respects and have been prepared in accordance with GAAP, subject, in the case of unaudited financial statements, to the absence of footnotes and normal year-end adjustments. Neither Borrower nor Guarantor has any material liabilities, direct or contingent, except as disclosed in their respective financial statements.

(k) Accuracy of Information. All factual information furnished to Bank by Borrower and Guarantor for purposes of, or in connection with, this Note or the other Loan Documents is true, complete and accurate in every material respect on the date that such information was provided to Bank and as of the date of execution and delivery of this Note to Bank.

.13 (l) Regulations Q and U. Borrower has not engaged principally in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation Q of the Board of Governors of the Federal Reserve System) and will not use the proceeds of the Loan to violate Regulation U of the Board of Governors of the Federal Reserve System.

.14 (m) Not a Public Utility Holding Company. Borrower is not a “holding company” or a “subsidiary company” of a “holding company” within the meaning of the Public Utility Holding Company Act of 1935, as amended.

.15 (n) Not an Investment Company. Borrower is not an “investment company” or a company “controlled by an investment company” within the meaning of the Investment Company Act of 1940, as amended.

11. Borrower hereby covenants and agrees that, so long as the Borrower may borrow under this Note and until payment in full of this Note and all accrued but unpaid interest thereon or unless otherwise consented to in writing by Bank, it shall:

(a) Preservation of Corporate Existence, etc. Maintain its existence as a corporation, and its respective licenses or qualifications and good standing in each jurisdiction in which its ownership, use or lease of property or the nature of its business or both makes such licenses or qualifications necessary, except for such licenses and qualifications, the failure of which to so maintain would not cause a Material Adverse Effect.

(b) Payment of Liabilities, Including Taxes, etc. Duly pay and discharge all material taxes, assessments and governmental charges levied upon Borrower or any of the properties, assets, income or profits of Borrower, prior to the date on which penalties attach thereto, except to the extent that such obligations, including taxes, assessments or charges, are being contested in good faith by appropriate proceedings diligently conducted and for which such reserves or other appropriate provisions, if any, have been made.

(c) Keeping of Records and Books of Account. Maintain and keep proper books of record and account in accordance with GAAP applied on a consistent basis and in which full, true and correct entries shall be made of all of such Borrower's operations and business and financial affairs, except for variations which in individually and in the aggregate are not material.

(d) Compliance with Loan Documents, etc. Comply in all material respects with the terms and conditions of the Loan Documents to which Borrower is a party or by which Borrower.

(e) Operation of Business. Maintain, conduct and operate Borrower's business in substantially the same manner as it has been heretofore maintained, conducted and operated.

(f) Further Assurances. Upon request by Bank, promptly cure any defects in the creation, issuance and delivery of this Note and the execution and delivery of the other Loan Documents, including this Agreement. Borrower, at its expense, shall promptly execute and deliver to Bank, upon request, all such other and further documents, agreements and instruments reasonably required to ensure compliance with or the accomplishment of the covenants and agreements of Borrower in the Loan Documents, including this Note, or to correct any omissions in the Loan Documents, or to state more fully the obligations set out in this Note or in any of the other Loan Documents, or to make any recordings, to file any notices or to obtain any consents, all as may be necessary or determined by Bank in good faith to be reasonably appropriate in connection therewith.

(g) No Agreement to Waive, Etc. Acknowledge that Bank has no obligation to waive any rights, grant any concessions or extend financing to Borrower except to the limited extent and subject to the terms, contingencies, exceptions, limitations and conditions expressly provided in this Agreement, and Borrower shall not make any representation to the contrary to any person or entity.

12. Borrower covenants that, so long as the Borrower may borrow and until payment in full of this Note and all accrued but unpaid interest thereon or unless otherwise consented to in writing by Bank, which consent shall not be unreasonably withheld, Borrower shall not permit or cause any of the following:

(a) Liquidation, Merger or Sale of Assets. (i) Liquidate, merge or consolidate with or into any other Person (other than a subsidiary of the Borrower, so long as the Borrower is the surviving entity) or take any action in furtherance of any thereof; (ii) permit any other Person (other than a subsidiary of the Borrower, so long as the Borrower is the surviving entity) to consolidate with or merge into Borrower; (iii) sell, convey, assign, lease or otherwise transfer or dispose of, in a single transaction or a series of related transactions, a material part of the assets of Borrower other than in the normal course of Borrower's business (except for a conveyance of any such assets to the Guarantor or a wholly-owned subsidiary of Borrower or Guarantor); (iv) change the name or state of organization of Borrower; or (v) effect any material change in Borrower's capital structure or allow any change in ownership of more than ten percent (10%) of Borrower's outstanding capital stock.

(b) Issuance of Securities. Create, issue or authorize (i) any additional capital stock; or (ii) any option, warrants, rights or contracts entitling any Person to purchase or acquire any capital stock.

(c) Transaction with Affiliates. Borrower shall not enter into, or be a party to, any transaction with any Affiliate of Borrower (including, without limitation, transactions involving the purchase, sale or exchange of property, the rendering of services or the sale of capital stock or partnership interests) except in the ordinary course of business pursuant to the reasonable requirements of Borrower and upon fair and reasonable terms.

(d) Government Regulation. Borrower shall not (a) be or become subject at any time to any law, regulation or list of any government agency (including, without limitation, the U.S. Office of Foreign Asset Control list) that prohibits or limits Bank from making any advance or extension of credit to Borrower or from otherwise conducting business with Borrower, or (b) fail to provide documentary and other evidence of Borrower's identity as may be requested by Bank at any time to enable Bank to verify Borrower's identity or to comply with any applicable law or regulation, including, without limitation, Section 326 of the USA Patriot Act of 2001, 31 U.S.C. Section 5318.

13. Each of the following shall be an Event of Default under this Note and the other Loan Documents:

.16 (a) Payment Default. Borrower fails to pay any installment of principal when due or fails to pay any interest on this Note within 3 Business Days of when due without notice from Bank.

.17 (b) Breach of Representation or Warranty. Any representation or warranty made or deemed made by Borrower in this Note, or by Guarantor under the Guaranty, or by Borrower or Guarantor in any certificate, document, opinion, or financial or other statement furnished at any time under or in connection with any Loan Document proves to have been incorrect in any material respect on or as of the date made or deemed made.

.18 (c) Breach of Covenant. Borrower or Guarantor fails to perform or observe any term, covenant or agreement on its part to be performed or observed in any of the Loan Documents (other than a failure to pay any sum to Bank when due (subject to applicable grace periods contained in Section 13(a) above)) to which it is a party and such failure shall continue for a period of thirty (30) days after notice to Borrower and Guarantor from Bank describing the nature of the failure.

.19 (d) Failure to Pay Other Indebtedness or Other Material Default. Borrower or Guarantor (i) fails to pay any indebtedness for borrowed money (other than this Note) having a principal amount due in excess of Five Million Dollars ($5,000,000), or any interest or premium thereon, when due (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise); (ii) fails to perform or observe any material term, covenant, or condition on the part of any of them to be performed or observed under any agreement or instrument relating to any such indebtedness, when required to be performed or observed, if the effect of such failure to perform or observe gives the creditor the right to accelerate the maturity of such indebtedness, whether or not such failure to perform or observe shall be waived by the holder of such indebtedness, or any such indebtedness shall be accelerated and declared to be due and payable, or required to be prepaid (other than by a regularly scheduled required prepayment), prior to the stated maturity thereof.

.20 (e) Insolvency. Borrower or Guarantor (i) is unable to, or admits in writing the inability to, pay such Borrower's debts as such debts become due; (ii) makes an assignment for the benefit of creditors, petitions or applies to any tribunal for the appointment of a custodian, receiver or trustee for them or a substantial part of Borrower's or Guarantor's assets; (iii) commences any proceeding under any bankruptcy, reorganization, arrangements, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (iv) has any such petition or application filed or any such proceeding commenced against Borrower or Guarantor in which an order for relief is entered or adjudication or appointment is made and which remains undismissed for a period of sixty (60) days or more; (v) by any act or omission, indicates Borrower's or Guarantor's consent to, approval of, or acquiescence in any such petition, application, or proceeding, or order for relief, or the appointment of a custodian, receiver, or trustee for all or any substantial part of Borrower's or Guarantor's properties; (vi) suffers any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more; or

(vii) becomes insolvent in that Borrower’s or Guarantor’s total assets are in the aggregate less than all of Borrower’s or Guarantor’s liabilities, respectively.

.21 (f) Unpaid Judgments. One or more final judgments, decrees, or orders for the payment of money in excess of Five Million Dollars ($5,000,000) (to the extent not adequately covered by insurance) in the aggregate shall be rendered against Borrower or Guarantor and such judgments, decrees or orders shall continue unsatisfied and in effect for a period of thirty (30) consecutive days without being vacated, discharged, satisfied or stayed or bonded pending appeal.

.22 (g) Invalid Documents. Any of the Loan Documents shall at any time after their execution and delivery and for any reason, other than payment in full of the obligations so secured, cease to be in full force and effect or shall be declared null and void or the validity thereof is contested by Borrower or Guarantor, or Borrower or Guarantor denies further liability or obligation under any of the Loan Documents, and such matter is not fully corrected or resolved to Bank’s satisfaction within thirty (30) days after notice with respect thereto from Bank.

.23 (h) Reportable Event. A “reportable event” (as defined in the Employee Retirement Income Security Act of 1974 as amended) occurs that would permit the Pension Benefit Guaranty Corporation to terminate any employee benefit plan of Borrower or Guarantor or any Affiliate of Borrower or Guarantor.

.24 (i) Termination. If Borrower or Guarantor, or any Person affiliated with Borrower or Guarantor, takes any action that is intended to result in the termination, dissolution or liquidation of Borrower or Guarantor.

14. If an Event of Default occurs hereunder, Bank shall have the following rights and remedies in addition to all other rights and remedies available to Bank at law and at equity:

.25 (a) Acceleration, etc. Upon the occurrence of any Event of Default set forth above and without further notice to Borrower, Bank may (i) declare the outstanding principal balance owing under this Note, all accrued but unpaid interest thereon, and all other amounts payable under any of the Loan Documents or otherwise to be forthwith due and payable, whereupon this Note, all such interest, and all such amounts shall become and be immediately due and payable without presentment, demand, protest, or further notice of any kind, all of which are hereby expressly waived by Borrower, without any action on the part of Bank; (ii) avail itself of any and all remedies available to it in any of the Loan Documents; and (iii) avail itself of any and all other or additional remedies available by law or in equity.

.26 (b) Enforcement of Rights. Upon the occurrence of any Event of Default, Bank shall have the right to proceed to protect and enforce its rights by suit in equity, action at law and/or other appropriate proceedings either for specific performance of any covenant or condition contained in this Note or in any of the other Loan Documents, or in aid of the exercise of any power granted in this Note or any of the other Loan Documents.

.27 (c) Right to Proceed in Any Order. Upon the occurrence of any Event of Default, Bank shall be entitled to exercise any and all of its rights and remedies in any order against the Borrower, Guarantor and any other property and Persons as Bank determines in its sole discretion.

.28 (d) Waiver of Marshaling of Assets. To the extent permitted by applicable law, Borrower waives any requirement of marshaling of assets and all other legal or equitable doctrines that might otherwise require Bank to proceed against any Persons in any particular order.

.29 (e) Remedies Cumulative; No Waiver of Rights by Bank. Upon the occurrence of any Event of Default, Bank may choose to exercise and enforce any of its rights or remedies, or decline to exercise and enforce any of its rights or remedies, in Bank’s sole discretion. The failure of Bank to exercise and enforce any rights or remedies shall not prevent Bank from thereafter exercising or enforcing any such rights or remedies, nor shall such failure release any Person or property with respect to which Bank has any rights or remedies or in any way limit or diminish Bank’s rights with respect to any such property or Person. All of Bank’s rights and remedies shall be cumulative to the greatest extent permitted by law, may be exercised successively or concurrently, at any time and from time to time, and shall be in addition to all of those rights and remedies afforded Bank at law, in equity, or in bankruptcy. Any exercise of any right or remedy shall not be deemed to be an election of that right or remedy to the exclusion of any other right or remedy. Bank shall be entitled to recover from the cumulative exercise of all remedies the sum of: (i) the outstanding principal amount of this Note; (ii) all accrued but unpaid interest with respect to the principal amount of this Note; (iii) any other amounts that Borrower is required by the Loan Documents to pay to Bank (for example and without limitation, the reimbursement of all reasonable expenses, legal fees and late charges); and (iv) any costs, expenses or damages which Bank is otherwise permitted to recover under the terms of the Loan Documents, or at law or in equity.

.30 (f) Application of Payments. All payments from Borrower to Bank under this Note or any of the other Loan Documents, shall be applied by Bank in its discretion as follows: (i) to the payment of the costs and expenses of Bank and the reasonable fees and expenses of its counsel in connection with the administration or enforcement of Bank’s rights and remedies against Borrower and sale or collection thereof; (ii) to the payment in full of all Indebtedness referred to in the Loan Documents, applying such amounts first to accrued but unpaid interest and then to principal; and (iii) the balance, if any, to Borrower or to any third party entitled thereto.

.31 (g) Right of Set Off. Upon the occurrence and during the continuance of any Event of Default, Bank is hereby authorized, at any time and from time to time, without notice to Borrower (any such notice being expressly waived) but subject to any prohibitions on rights of set-off contained in any Blocked Account Agreement, to set off and apply any and all deposit balances (other than trust, restricted or fiduciary accounts) at any time held and other indebtedness at any time owing by Bank to or for the credit or the account of Borrower against any and all of the obligations of Borrower now or hereafter existing under this Note or any other Loan Document, irrespective of whether or not Bank shall have made any demand under this Note or such other Loan Document and although such obligations may be unmatured. Bank agrees to promptly notify Borrower after any such set off and application, provided that the failure to give such notice shall not affect the validity of such set off and application. The rights of Bank under this section are in addition to other rights and remedies (including, without limitation, other rights of set off) that Bank may have.

15. The Borrower and all endorsers, guarantors and all other parties to this Note hereby:

(a) consent to the negotiation or assignment of this Note to any other person at any time, provided, however, the Bank shall provide Borrower with fifteen (15) days advance notice of any negotiation or assignment of this Note; provided that so long as no Event of Default then exists, the Borrower shall have the right to consent to any such assignment (such consent not to be unreasonably withheld)

(b) waive (to the fullest extent permitted by applicable law) presentment and demand, notice of demand, notice of dishonor, protest and notice of protest and non-payment thereof, notice of default, and all other notices or demands in connection with the delivery, acceptance, performance, default, enforcement, endorsement or guarantee hereof;

(c) waive (to the fullest extent permitted by applicable law) all exemptions to which they may now or hereafter be entitled under the laws of this or any other state or of the United States;

(d) waive (to the fullest extent permitted by applicable law) any requirement of marshaling of assets and all other legal or equitable doctrines which might otherwise require the holder hereof to proceed against any persons or any collateral or any other property or with respect to any other rights in any particular order and agree that the holder may elect not to proceed against any collateral securing this note and may instead seek to enforce and collect this note through whatever means may otherwise be available at law or equity;

(e) agree that Bank shall have the right, but not the obligation, without notice to Borrower or any other party, to renew this Note, grant the Borrower extensions of time for, or decreases in the amounts of, payment of this Note or any other indulgence or forbearance by Bank, and may release any guarantors, endorsers or any party to this Note, or any guarantor of this Note or with any other party who may become primarily or secondarily liable for any of the obligations of Borrower under this Note, in every instance without the consent of Borrower or any such other parties and without in any way affecting the continuing liability of the Borrower or any such other parties hereunder or under any of the other Loan Documents; and

(f) waive all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"), with such waiver made to the full extent permitted by Section 3-605 (i) of the UCC.

16. EACH OF THE BANK AND THE BORROWER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF BANK AND BORROWER. BORROWER ACKNOWLEDGES AND AGREES THAT IT HAS RECEIVED FULL AND SUFFICIENT CONSIDERATION FOR THIS PROVISION AND THAT THIS PROVISION IS A MATERIAL INDUCEMENT TO BANK.

17. The Borrower agrees that the sole proper venue for the determination of any litigation commenced by Bank against Borrower or Borrower against Bank on any basis shall be in a court of competent jurisdiction which is located in Fayette County, Kentucky, and the Borrower hereby expressly declares that any other venue shall be improper and Borrower expressly waives any right to a determination of any such litigation against Bank by a court in any other venue. Borrower further agrees that service of process by any judicial officer or by registered or certified U.S. mail shall establish personal jurisdiction over Borrower and Borrower waives any rights under the laws of any state to object to jurisdiction within the Commonwealth of Kentucky. Provided, however, nothing contained in this section shall prevent Bank from bringing any action or exercising any rights against any security or against Borrower within any other state. Initiating such proceedings or taking such action in any other state shall in no event constitute a waiver of the agreement contained herein that the laws of the Commonwealth of Kentucky shall govern the rights and obligations of the parties hereunder or of the submission herein made by Borrower to personal jurisdiction within the Commonwealth of Kentucky. The aforesaid means of obtaining personal jurisdiction and perfecting service of process are not intended to be exclusive, but are cumulative and in addition to all other means of obtaining personal jurisdiction and perfecting service of process now or hereafter provided by the laws of the Commonwealth of Kentucky or by any other state in an action brought by Bank in such state.

18. The substantive laws of the Commonwealth of Kentucky (without regard to provisions governing conflicts of laws) shall govern the construction of this Note and the rights and remedies of the parties hereto.

19. Time is of the essence in the payment and performance of all of Borrower's obligations under this Note and all documents securing this Note or relating hereto.

20. This Note cannot be modified, altered or amended except by an agreement in writing duly signed and acknowledged by authorized representatives of Bank and Borrower.

21. If any one or more of the provisions of this Note, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Note and all other applications of any such provision shall not be affected thereby. In the event such provision(s) cannot be modified to make it or them enforceable, the invalidity or unenforceability of any such provision(s) of this Note shall not impair the validity or enforceability of any other provision of this Note.

22. This Note shall bind the heirs, successors and assigns of Borrower and shall inure to the benefit of Bank and its successors and assigns. Borrower shall not assign or allow the assumption of its rights and obligations hereunder without Bank's prior written consent.

23. Upon demand by Bank, Borrower shall pay to Bank its costs and expenses (including, without limitation, its reasonable attorney's fees, court costs, litigation and other expenses) incurred or paid by Bank in administering and enforcing this Note and the Loan Documents and in maintaining, protecting, perfecting or enforcing any of Bank's rights or Borrower's obligations. Borrower shall also pay the Bank's reasonable legal fees incurred in negotiating and initially documenting the Loan.

24. No course of dealing in respect of, or any omission or delay in the exercise of, any right, power, remedy or privilege by Bank shall operate as a waiver thereof, nor shall any right, power, remedy or privilege of Bank be exclusive of any other right, power, remedy or privilege referred to herein or in any related document or now or hereafter available at law, in equity, in bankruptcy, by statute or otherwise. No waiver or consent granted by Bank with respect to any of the Loan Documents or related writing shall be binding upon Bank, unless specifically granted in writing by a duly authorized officer of Bank, which writing shall be strictly construed.

25. All representations, warranties, covenants and agreements contained herein, in the Loan Documents or any other agreement, certificate or instrument delivered pursuant hereto or made in writing in connection herewith or therewith shall survive the execution and delivery hereof and thereof, the making of the Loan hereunder and the issuance of this Note and shall continue in full force and effect so long as Borrower may borrow hereunder and until payment in full of all of the Borrower's obligations hereunder.

26. All notices and other communications given to or made upon any party hereto in connection with this Note or any of the other Loan Documents shall, except as herein or therein otherwise expressly provided, be in writing and mailed, faxed or delivered to the addresses set forth herein or at such other address as shall be specifically designated by any such party. All such notices or other communications shall be effective, if mailed, when deposited in the U.S. mail, first class postage prepaid; if faxed, when faxed; or if delivered, when delivered.

27. Borrower shall indemnify and hold Bank harmless against any loss suffered or liability incurred by Bank on account of any damage to the person or property of the parties hereto or to third parties by reason of the operation of Borrower's business, or otherwise arising out of or connected to the conduct of Borrower or its officers, managers, members, employees or agents, in connection with any matters which are the subject of this Note, except for all losses or liability incurred by the Bank as a result of its own gross negligence or willful misconduct.

28. Borrower acknowledges that Borrower has received a copy of each of the Loan Documents, as fully executed by the parties thereto. Borrower acknowledges that Borrower (a) has READ THE LOAN DOCUMENTS OR HAS CAUSED SUCH DOCUMENTS TO BE EXAMINED BY THE BORROWER'S REPRESENTATIVES OR ADVISORS; (b) is thoroughly familiar with the transactions contemplated in this Note and the other Loan Documents; and (c) has had the opportunity to ask such questions to representatives of Bank, and receive answers thereto, concerning the terms and conditions of the transactions contemplated in the Loan Documents as Borrower deems necessary in connection with its decision to enter into this Note.

29. Bank may sell participations in this Note, the Loan and the Loan Documents without the consent of, or prior notice to, the Borrower. Bank shall have the right to provide to any Person who expresses an interest in becoming a participant, or who actually does become a participant, such information concerning the financial condition, business and other affairs of Borrower as Bank may deem appropriate in the circumstances. Borrower hereby authorizes all such disclosures.

30. Bank agrees to exercise its best efforts to keep confidential any non-public information delivered pursuant to the Loan Documents and identified as such by Borrower and not to disclose such information to Persons other than to potential assignees or participants or to Persons employed by or engaged by Bank or its assignees or participants that has agreed to comply with the covenant contained in this paragraph. The confidentiality provisions contained in this paragraph shall not apply to disclosures (i) required to be made by Bank or any other person to any regulatory or governmental agency or pursuant to legal process or (ii) consisting

of general portfolio information that does not identify Borrower. Bank agrees that neither it nor its affiliates will in the future issue any press releases or other general public announcements, including any prospectus, proxy statement or other materials filed with any governmental authority relating to a public offering of the stock of Bank using the name of Borrower or Guarantor or any of their affiliates without at least two (2) business days' prior notice to Borrower, and without the prior written consent of Borrower, not to be unreasonably withheld, unless (and only to the extent that) such Bank or affiliate is required to do so under law and then, in any event, Bank or affiliate will consult with Borrower in issuing such press release or other public disclosure.

[Signature Page Follows]

DATED as of the day and year first above written.

TEMPUR PRODUCTION USA, INC.
a Virginia corporation

By: /s/ DALE E. WILLIAMS

Name: **Dale E. Williams**
Title: **CFO**

STATE OF KENTUCKY
COUNTY OF FAYETTE

Before me, the undersigned Notary Public in the state and county aforesaid, personally appeared Dale E. Williams with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged himself to be the SVP - CFO of **TEMPUR PRODUCTION USA, INC**., a Virginia corporation, and acknowledged before me that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation.

WITNESS my hand and official seal at office this 2nd day of August, 2005.

/s/ CJ LOUALLEN

NOTARY PUBLIC
My commission expires: April 21, 2006

CONSENTED AND AGREED TO BY:

FIFTH THIRD BANK
a Michigan banking corporation

By: /s/ WILLIAM D. CRAYCRAFT

Name: **William D. Craycraft**
Title: **Vice President**

STATE OF KENTUCKY
COUNTY OF FAYETTE

Acknowledged before me this 4th day of August 2005, by William Craycraft, as Vice President of FIFTH THIRD BANK, a Michigan banking corporation, for and on behalf of said corporation.

/s/ MELISSA RADER
NOTARY PUBLIC
My commission expires: 6-28-09

Exhibit 31.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER PURSUANT TO SECURITIES EXCHANGE ACT RULES 13a-14(a) AND 15d-14(a), AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Robert B. Trussell, Jr., certify that:

1. I have reviewed this quarterly report on Form 10-Q of Tempur-Pedic International Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 7, 2005

/s/ ROBERT B. TRUSSELL, JR.

Robert B. Trussell, Jr.
Chief Executive Officer

CERTIFICATION OF CHIEF FINANCIAL OFFICER PURSUANT TO SECURITIES EXCHANGE ACT RULES 13a-14(a) AND 15d-14(a), AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Dale E. Williams, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Tempur-Pedic International Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 7, 2005

/s/ DALE E. WILLIAMS

Dale E. Williams
Senior Vice President, Chief Financial Officer,
Secretary and Treasurer

Exhibit 32.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

Each of the undersigned hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, in his capacity as an officer of Tempur-Pedic International Inc. (the "Company"), that, to his knowledge, the Quarterly Report of the Company on Form 10-Q for the period ended September 30, 2005, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)) and that the information contained in such report fairly presents, in all material respects, the financial condition and results of operations of the Company. This written statement is being furnished to the Securities and Exchange Commission as an exhibit to such Form 10-Q. A signed original of this statement has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

Date: November 7, 2005

By: /s/ ROBERT B. TRUSSELL, JR.

Robert B. Trussell Jr.
Chief Executive Officer

Date: November 7, 2005

By: /s/ DALE E. WILLIAMS

Dale E. Williams
Senior Vice President, Chief Financial Officer,
Secretary and Treasurer