

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

MATTRESS FIRM, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 18-12241 (CSS)

(Jointly Administered)

Objection Deadline: October 23, 2018 at 4:00 p.m. (ET)

Hearing Date: November 9, 2018 at 1:00 p.m. (ET)

**DEBTORS' FOURTH OMNIBUS MOTION FOR ENTRY OF AN
ORDER (I) AUTHORIZING DEBTORS TO (A) REJECT CERTAIN
UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY *NUNC PRO TUNC*
TO OCTOBER 31, 2018 AND (B) ABANDON CERTAIN PERSONAL PROPERTY
IN CONNECTION THEREWITH AND (II) GRANTING RELATED RELIEF**

**LANDLORDS RECEIVING THIS MOTION SHOULD LOCATE
THEIR NAMES AND LEASE(S) ON THE SCHEDULE OF LEASES
ATTACHED HERETO AS SCHEDULE 1 TO EXHIBIT A**

Mattress Firm, Inc. and its affiliated debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “Debtors”) submit this motion (this “Motion”), pursuant to sections 105(a), 362(d), 365(a), and 554(a) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”) and rules 6006 and 6007 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), for entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”), (i) authorizing the Debtors to (a) reject certain unexpired leases (including any guarantees thereof and any amendments or modifications thereto or assignments or subleases thereof, collectively, the “Leases”) of nonresidential real property located at the addresses of the Debtors’ retail stores set forth on **Schedule 1** to **Exhibit A** attached hereto (collectively, the “Closing Stores”), *nunc pro tunc* to

¹ The last four digits of Mattress Firm, Inc.’s federal tax identification number are 6008. The Debtors’ mailing address is 10201 S. Main Street, Houston, Texas 77025. Due to the large number of Debtors in these chapter 11 cases, which are being jointly administered, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. This information may be obtained on the website of the Debtors’ noticing and claims agent at <http://dm.epiq11.com/MattressFirm> or by contacting counsel for the Debtors.

the Rejection Date (as defined below), and (b) abandon certain furniture, fixtures, equipment and other assets at the Closing Stores (collectively, the “Remaining Property”), each effective as of the Rejection Date (as defined below), and (ii) granting related relief. In support of this Motion, the Debtors respectfully state as follows:

STATUS OF THE CASES AND JURISDICTION

1. On October 5, 2018 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the “Court”). The Debtors continue to operate the Debtors’ businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No party has requested the appointment of a trustee or examiner in these cases, and no statutory committee has been appointed.

2. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2), and the Debtors confirm their consent, pursuant to Local Rule 9013-1(f), to the entry of a final order or judgment by the Court in connection with this Motion if it is determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The statutory and other bases for the relief requested in this Motion are sections 105(a), 362(d), 365(a), and 554(a) of the Bankruptcy Code and Bankruptcy Rules 6006 and 6007.

THE DEBTORS' PREPACKAGED PLAN OF REORGANIZATION

5. On the Petition Date, the Debtors filed the *Joint Prepackaged Chapter 11 Plan of Reorganization for Mattress Firm, Inc. and Its Debtor Affiliates* [Docket No. 22] (the “Plan”) and the related disclosure statement [Docket No. 23] (the “Disclosure Statement”). On October 9, 2018, the Court entered an order scheduling a combined hearing for November 16, 2018 to consider approval of the Disclosure Statement and confirmation of the Plan [Docket No. 181]. All classes of claims against the Debtors are unimpaired under the Plan.

BACKGROUND OF THE DEBTORS

6. Additional information regarding the Debtors’ business, capital structure and the circumstances preceding the Petition Date are set forth in the *Declaration of Hendré Ackermann in Support of the Debtors’ Chapter 11 Petitions and First Day Pleadings* [Docket No. 25].

THE LEASES

7. As of the Petition Date, the Debtors operated approximately 3,230 retail stores in 49 states.² As a key component of their restructuring strategy, the Debtors are engaged in ongoing efforts to optimize their retail store network. The Debtors, in consultation with their advisors, have analyzed store-level earnings, occupancy costs, and other data and identified certain stores that are underperforming or competing with other stores operated by the Debtors. On the Petition Date, the Debtors file three omnibus motions to reject a total of 209 unexpired leases of nonresidential real property that correspond to certain of the Debtors’ retail stores. See Docket Nos. 38, 39 & 40. By this Motion, the Debtors, in their reasonable business judgment, are requesting authority to reject the Leases of 97 additional stores—*i.e.*, the Closing Stores—as

² The Debtors’ operations also include approximately 125 franchisee-operated stores in Alaska, Montana, New Mexico, North Dakota, South Dakota and West Virginia, as well as certain franchised markets in Georgia, Iowa, Mississippi, New York, Oklahoma, South Carolina and Texas, which also operate under the *Mattress Firm*® brand name.

of October 31, 2018, which is the date by which the Debtors will have ceased operations at the Closing Stores, vacated and surrendered possession of the Closing Stores, and delivered the keys to the Closing Stores to the respective landlords (such date, with respect to each Closing Store, the “Rejection Date”).

8. The Leases provide no benefit to the Debtors’ estates. By rejecting the Leases, the Debtors will save approximately \$1.6 million per month in rent and associated costs. Absent rejection, the Debtors would be obligated to continue to pay rent under the Leases even though the Debtors will have ceased operations at, and will no longer continue in possession of, the Closing Stores. Moreover, in addition to their obligations to pay rent under the Leases, the Debtors would also be obligated to pay certain real property taxes, utilities, insurance and similar charges. The Debtors have determined in their business judgment that such costs constitute a waste of estate assets. The cost of maintaining the Closing Stores outweighs any revenues that the Closing Stores currently generate or are likely to generate in the future. Moreover, given the obligations under the Leases and current market conditions, the Debtors have concluded, in consultation with their advisors, that the Leases are not marketable and are unlikely to generate material value for the Debtors’ estates.

THE REMAINING PROPERTY

9. In the ordinary course of business, the Debtors have accumulated certain miscellaneous assets at the Closing Stores, including certain furniture, fixtures, and equipment of *de minimis* value. The Debtors generally will remove these assets from the Closing Stores and transport such assets to the Debtors’ distribution centers or other stores. The Debtors have determined, however, in the exercise of their business judgment, that certain of these assets will be exceedingly difficult or expensive to remove or store (the “Remaining Property”).

Accordingly, the Debtors will not realize any economic benefit by retaining the Remaining Property. Therefore, the Debtors are requesting authority to abandon any Remaining Property at the Closing Stores.

RELIEF REQUESTED

10. By this Motion, the Debtors request entry of the Proposed Order, substantially in the form attached hereto as **Exhibit A**, (i) authorizing the Debtors to (a) reject the Leases set forth on **Schedule 1** to **Exhibit A** attached hereto *nunc pro tunc* to the Rejection Date and (b) abandon the Remaining Property, each effective as of the Rejection Date, and (ii) granting related relief. The Debtors reserve all rights to modify the schedule of Leases, including by removing one or more Leases from **Schedule 1**, without prejudice to their rights to reject such Leases at a later date.³

BASIS FOR RELIEF

I. The Court Should Authorize the Rejection of the Leases under Section 365(a) of the Bankruptcy Code as a Reasonable Exercise of the Debtors' Business Judgment.

11. Section 365(a) of the Bankruptcy Code provides that a debtor, "subject to the court's approval, may assume or reject any . . . executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a). The purpose behind section 365(a) is "to permit the trustee or debtor-in-possession to use valuable property of the estate and to renounce title to and abandon burdensome property." In re Republic Airways Holdings Inc., 547 B.R. 578, 582 (Bankr. S.D.N.Y. 2016) (quoting Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures Corp.), 4 F.3d 1095, 1098 (2d Cir. 1993)); see also Nat'l Labor Relations Bd. v. Bildisco &

³ The Debtors may also request authority to reject additional leases if their efforts to renegotiate the terms of such leases are unsuccessful. The Debtors intend to file a *Motion for Entry of an Order (I) Authorizing and Approving Procedures to Reject Unexpired Leases of Nonresidential Real Property and (II) Granting Related Relief* (the "Rejection Procedures Motion"). If granted, the relief requested in the Rejection Procedures Motion would not apply to the Leases that are the subject of the Omnibus Lease Rejection Motions and would only apply to additional leases that the Debtors may request authority to reject, if any.

Bildisco (In re Bildisco), 465 U.S. 513, 528 (1984) (“[T]he authority to reject an executory contract is vital to the basic purpose to a Chapter 11 reorganization, because rejection can release the debtor’s estate from burdensome obligations that can impede a successful reorganization.”); In re Exide Techs., 607 F.3d 957, 967 (3d Cir. 2010) (“Courts may use § 365 to free a [debtor] from burdensome duties that hinder its reorganization.”).

12. The standard applied by courts to determine whether the assumption or rejection of an unexpired nonresidential lease should be authorized is the “business judgment” test, which requires a debtor to have determined that the requested assumption or rejection would be beneficial to its estate. See Grp. of Institutional Inv’rs, Inc. v. Chi., Milwaukee, St. Paul & Pac. R.R., 318 U.S. 523, 550 (1943) (noting that “the question whether a lease should be rejected . . . is one of business judgment”); In re Bildisco, 682 F.2d 72, 79 (3d Cir. 1982), *aff’d*, 465 U.S. 513 (“The usual test for rejection of an executory contract is simply whether rejection would benefit the estate, the ‘business judgment’ test.”); accord In re HQ Glob. Holdings, Inc., 290 B.R. 507, 511 (Bankr. D. Del. 2003).

13. In applying the business judgment standard, bankruptcy courts give deference to a debtor’s decision to assume or reject leases. See Computer Sales Int’l, Inc. v. Fed. Mogul Global, Inc. (In re Fed. Mogul Global, Inc.), 293 B.R. 124, 126 (D. Del. 2003) (“The business judgment test dictates that a court should approve a debtor’s decision to reject a contract unless that decision is the product of bad faith or a gross abuse of discretion”); In re Trans World Airlines, Inc., 261 B.R. 103, 121 (Bankr. D. Del. 2001) (“[A] debtor’s decision to reject an executory contract must be summarily affirmed unless it is the product of bad faith, or whim or caprice.”).

14. The Debtors' rejection of the Leases is within the Debtors' business judgment and will serve the best interests of their estates. As stated above, the Debtors are engaged in ongoing efforts to optimize their retail network and, in consultation with their advisors, have determined to cease operations at the Closing Stores. The Debtors are requesting authority to reject the Leases to avoid the incurrence of any additional, unnecessary administrative expenses in connection with the Closing Stores. The Debtors have concluded that the cost of maintaining the Closing Stores outweighs any revenues that the Closing Stores currently generate or are likely to generate in the future, and that the costs associated with the Leases exceed any marginal benefits that could potentially be achieved from the assignment or sublease of the Leases. For the foregoing reasons, the Debtors believe that rejecting the Leases is a reasonable exercise of their business judgment and should be approved.

II. The Court Should Authorize the Rejection of the Leases Effective *Nunc Pro Tunc* to the Rejection Date.

15. The Debtors seek an effective rejection date for the Leases *nunc pro tunc* to the Rejection Date in order to avoid paying any unnecessary expenses related to the Leases. A court may permit such retroactive rejection to avoid unduly exposing a debtor's estate to unwarranted postpetition administrative or other expenses. See, e.g., Thinking Machines Corp. v. Mellon Fin. Servs. Corp. (In re Thinking Machines Corp.), 67 F.3d 1021, 1028–29 (1st Cir. 1995) (“In the section 365 context . . . bankruptcy courts may enter retroactive orders of approval, and should do so when the balance of equities preponderates in favor of such remediation.”); In re DBSI, Inc., 409 B.R. 720, 734 n.4 (Bankr. D. Del. 2009) (“Under appropriate circumstances, [a] Court may enter a lease rejection order with an effective date earlier than the date the order is entered.”); In re Chi-Chi's, Inc., 305 B.R. 396, 399 (Bankr. D. Del. 2004) (finding that “the court's power to grant retroactive relief is derived from the bankruptcy court's equitable powers

so long as it promotes the purposes of § 365(a)” and granting retroactive relief to the date on which the debtors surrendered the premises to their landlords); In re Fleming Cos., 304 B.R. 85, 96 (Bankr. D. Del. 2003) (rejection *nunc pro tunc* permitted to the date of the motion or the date the premises surrendered).

16. When principles of equity so dictate, courts may permit *nunc pro tunc* rejection to the date on which the counterparty to the lease was given definitive notice of the debtor’s intent to reject. See In re KDA Grp., Inc., No. 16-21821-GLT, 2017 WL 4216563, at *4 (Bankr. W.D. Pa. Sept. 20, 2017) (“[M]any courts within the Third Circuit have adopted the notion that a lease may be retroactively rejected when principles of equity so dictate.”) (quotations omitted); In re Fleming Cos., 304 B.R. at 96 (“[T]o grant *nunc pro tunc* rejection, the Debtors must have stated an unequivocal intent to reject the leases.”). Courts in this jurisdiction have previously considered the question of retroactive rejection of unexpired leases. See In re Namco Cybertainment, Inc., Case No. 98-00173 (PJW) (Bankr. D. Del. Feb. 6, 1998). In Namco, the court permitted retroactive rejection on the conditions that (a) the property (and the keys thereto) subject to a lease were surrendered with an unequivocal statement of abandonment to the landlord or lessor, (b) the motion was filed and served on the landlord or lessor, (c) the official committee consented to the relief requested in the motion, and (d) the debtor acknowledged that it would not have the right to withdraw the motion prior to the hearing.

17. Here, the Debtors submit that the Court should authorize the rejection of the Leases *nunc pro tunc* to the Rejection Date. There is no remaining benefit to the Debtors’ estates from the Leases because the Debtors are in the process of the exiting the Closing Stores. The Debtors do not need the leasehold interests created by the Leases of the Closing Stores to conduct their business. On the other hand, requiring the Debtors to continue to perform under

the Leases after the Rejection Date could impose onerous obligations on the Debtors and their estates. Second, the Debtors believe that the filing and service of this Motion fulfills the purpose of the Namco factors under the circumstances here – establishing an unequivocal relinquishment. The filing of this Motion serves to underscore and reiterates the Debtors’ unequivocal intent to abandon their interest in the premises of the Closing Stores. Without a retroactive date of rejection, the Debtors may incur unnecessary administrative charges for Leases that are not necessary to their ongoing business operations. Moreover, the lessors under the Leases will not be unduly prejudiced by rejection *nunc pro tunc* to the Rejection Date because, on the date hereof, the Debtors have served this Motion on each lessor and/or their agents or representatives, thereby advising the lessors that the Debtors intend to reject the Leases effective as of the Rejection Date. Furthermore, on or before the Rejection Date the Debtors will relinquish the keys to the premises of the Leases and will abandon the Premises and, in conjunction therewith, indicate that they are unequivocally surrendering possession as a result thereof. The keys will be delivered to the lessors under the Leases, together with an appropriate correspondence, on or before October 31, 2018.

18. In light of the foregoing facts and circumstances, the Debtors respectfully submit that their rejection of the Leases under section 365(a) of the Bankruptcy Code, *nunc pro tunc* to the Rejection Date, is a sound exercise of their business judgment and is necessary, prudent, and in the best interests of the Debtors, their estates, and their creditors.

III. The Court Should Authorize the Debtors to Abandon the Remaining Property under Section 554(a) of the Bankruptcy Code.

19. Under section 554(a) of the Bankruptcy Code, a debtor, after notice and a hearing, is authorized to “abandon any property of the estate that is burdensome to the estate or that is of inconsequential value and benefit to the estate.” 11 U.S.C. § 554(a). In abandoning property

under section 554, “the debtor ‘need only demonstrate that [it] has exercised sound business judgment in making the determination to abandon.” In re Contract Research Sols., Inc., Case No. 12-11004 (KJC), 2013 Bankr. LEXIS 1784, at *11 (Bankr. D. Del. May 1, 2013). The right to abandon property is virtually unfettered, unless (a) abandonment of the property will contravene laws designed to protect public health and safety or (b) the property poses an imminent threat to the public’s welfare. See Midlantic Nat’l Bank v. N.J. Dep’t of Env’tl. Prot., 474 U.S. 494, 501 (1986). Neither of these limitations is relevant under the instant facts.

20. Any Remaining Property left at the Closing Stores is of inconsequential value to the Debtors’ estates, and the cost to the Debtors of retrieving, storing, marketing, and reselling the Remaining Property will exceed any realistic economic benefit that might be realized by retaining such property. Accordingly, the Debtors have determined, in the exercise of their sound business judgment, that their decision to abandon any Remaining Property will be in the best interests of the Debtors and their estates.

21. To facilitate the Debtors’ abandonment of the Remaining Property, the Debtors also request authorization under section 362(d) of the Bankruptcy Code, which permits a modification of the automatic stay for “cause,” to the extent necessary to permit the relevant landlords to dispose of any Remaining Property without further notice or any liability to the Debtors or any third parties and without waiving any claims against the Debtors.

RESERVATION OF RIGHTS

22. Nothing contained in this motion or any actions taken by the Debtors pursuant to relief granted in the Order is intended or should be construed as: (a) an admission as to the validity, priority, or amount of any particular claim against a Debtor entity; (b) a waiver of the Debtors’ or any other party-in-interest’s rights to dispute any particular claim on any grounds; (c)

a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in this motion; (e) a request or authorization to assume any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) a waiver or limitation of the Debtors' or any other party-in-interest's rights under the Bankruptcy Code or any other applicable law; or (g) a concession by the Debtors or any other party-in-interest that any liens (contractual, common law, statutory, or otherwise) satisfied pursuant to this motion are valid and the Debtors and all other parties-in-interest expressly reserve their rights to contest the extent, validity, or perfection, or to seek avoidance of all such liens.

WAIVER OF BANKRUPTCY RULE 6004(a) AND 6004(h) REQUIREMENTS

23. In addition, by this Motion, the Debtors request a waiver of any stay of the effectiveness of the order approving this Motion. Pursuant to Bankruptcy Rule 6004(h), "[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise." Fed. R. Bankr. P. 6004(h). As set forth above, the Debtors require immediate relief in the form of an order authorizing their rejection of the Leases as of the Rejection Date. Accordingly, the Debtors submit that ample cause exists to justify a waiver of the 14-day stay imposed by Bankruptcy Rule 6004(h), to the extent that it applies.

24. Similarly, for the reasons stated above, the Debtors request a waiver of the notice requirements of Bankruptcy Rule 6004(a) to the extent they are deemed applicable.

NOTICE

25. Notice of this Motion will be provided to (i) the landlords under the Leases; (ii) the U.S. Trustee; (iii) the holders of the thirty (30) largest unsecured claims against the Debtors on a consolidated basis; (iv) counsel to the DIP Agents; (v) counsel to the Prepetition

ABL Agent; (vi) counsel to the Prepetition Term Loan Lender; (vii) counsel to the exit term loan financing backstop group; (viii) the United States Attorney's Office for the District of Delaware; (ix) the Internal Revenue Service; (x) the United States Department of Justice; and (xi) any party that has requested notice pursuant to Bankruptcy Rule 2002. Although Bankruptcy Rule 6007 requires the Debtors to serve a motion to abandon property on, among other parties, all of the Debtors' creditors, Local Rule 2002-1(b) abrogates that rule. Accordingly, the Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

[Remainder of Page Intentionally Left Blank]

WHEREFORE the Debtors respectfully request that the Court enter the Proposed Order, substantially in the form attached hereto, granting the relief requested herein and such other and any further relief as the Court may deem just and proper.

Dated: October 9, 2018
Wilmington, Delaware

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PROPOSED ATTORNEYS FOR THE DEBTORS
AND DEBTORS IN POSSESSION

Exhibit A

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

MATTRESS FIRM, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 18-12241 (CSS)

(Jointly Administered)

Ref. Docket No. __

**FOURTH OMNIBUS ORDER (I) AUTHORIZING DEBTORS TO
(A) REJECT CERTAIN UNEXPIRED LEASES OF NONRESIDENTIAL
REAL PROPERTY *NUNC PRO TUNC* TO OCTOBER 31, 2018 AND
(B) ABANDON CERTAIN PERSONAL PROPERTY IN CONNECTION
THEREWITH AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of Mattress Firm, Inc. and its affiliated debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “Debtors”) for entry of an order (this “Order”) (i) authorizing the Debtors to (a) reject the Leases set forth on **Schedule 1** attached hereto, *nunc pro tunc* to the Rejection Date and (b) abandon the Remaining Property, effective as of the Rejection Date, and (ii) granting related relief, all as more fully set forth in the Motion; and the Court being able to issue a final order consistent with Article III of the United States Constitution; and venue of this proceeding and the Motion being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and appropriate notice of and the opportunity for a hearing on the Motion having been given and it appearing that no other or further notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court; and all objections, if any, to the

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² All capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Motion.

Motion having been withdrawn, resolved or overruled; and the relief requested in the Motion being in the best interests of the Debtors' estates, their creditors and other parties in interest; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. The Debtors are authorized to reject the Leases set forth on the attached **Schedule 1**, effective as of the Rejection Date, pursuant to sections 105(a) and 365(a) of the Bankruptcy Code and Bankruptcy Rules 6006 and 6007.
3. The Debtors are authorized, but not directed, to abandon any Remaining Property located at the Closing Stores subject to the Leases, in the Debtors' sole discretion, free and clear of all liens, claims, encumbrances and rights of third parties, with such abandonment being effective as of the Rejection Date. The landlords under the Leases are authorized to dispose of any Remaining Property without further notice or any liability to the Debtors or any third parties and without waiving any claims against the Debtors. The automatic stay is modified to the extent necessary to allow the disposition of any Remaining Property.
4. Within two business days after entry of this Order, the Debtors shall serve a copy of this Order and the attached **Schedule 1** on the landlords under the Leases.
5. The landlords under the Leases must file a proof of claim relating to the rejection of such Leases, if any, by 5:00 p.m. (prevailing Eastern Time) on the date that is thirty (30) days after the Effective Date (as defined in the Plan). Proofs of claim and instructions for submission may be obtained on the website of the Debtors' noticing and claims agent at <http://dm.epiq11.com/MattressFirm>.

6. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the validity, priority, or amount of any particular claim against a Debtor entity; (b) a waiver of the Debtors' or any other party-in-interest's rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in this motion; (e) a request or authorization to assume any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) a waiver or limitation of the Debtors' or any other party-in-interest's rights under the Bankruptcy Code or any other applicable law; or (g) a concession by the Debtors or any other party-in-interest that any liens (contractual, common law, statutory, or otherwise) satisfied pursuant to this motion are valid and the Debtors and all other parties-in-interest expressly reserve their rights to contest the extent, validity, or perfection, or to seek avoidance of all such liens.

7. The Debtors do not waive any claims that they may have against any counterparty to the Leases, whether or not such claims arise under, are related to the rejection of, or are independent of the Leases.

8. Nothing herein shall prejudice the rights of the Debtors to argue that any of the Closing Store Leases were terminated prior to the Petition Date; that any claim for damages arising from the rejection of the Closing Store Leases is limited to the remedies available under any applicable termination provision of such Lease; or that any such claim is an obligation of a third party and not that of the Debtors or their estates.

9. Notice of the Motion shall be deemed good and sufficient notice of such Motion, and the requirements of Bankruptcy Rule 6004(a) and the Local Rules of Bankruptcy Practice

and Procedure of the United States Bankruptcy Court for the District of Delaware are waived by such notice.

10. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

11. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

12. Notwithstanding anything to the contrary in this Order or the Motion, any payment, obligations, or other relief authorized by this Order shall be subject to the terms, conditions, and limitations contained in the orders of this Court approving the Debtors' entry into and performance under the debtor-in-possession financing documents and cash collateral use, including any budget in connection therewith.

13. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation and enforcement of this Order.

Dated: _____, 2018
Wilmington, Delaware

CHRISTOPHER S. SONTCHI
CHIEF UNITED STATES BANKRUPTCY JUDGE

Schedule 1

Leases

Schedule 1¹

	STORE NUMBER	COUNTERPARTY-LANDLORD AND ADDRESS	DEBTOR	PROPERTY ADDRESS
1.	119262	100 East, LLC c/o Rushmore Properties, LLC 162 W. Hubbard Street, 4th Floor Chicago, IL, 60654	Mattress Firm, Inc.	100 East Walton Street, Chicago, IL 60611
2.	119236	1120 Retail, LLC c/o Forestsite Realty Management 5600 River Road, Suite 925 Rosemont, IL, 60018	Mattress Firm, Inc.	1120 West Lake Street, Oak Park, IL 60301
3.	016050	11200 San Jose Boulevard, LLC c/o BSS Properties Inc. 114 West Street Wilmington, MA, 01887	Mattress Firm, Inc.	11200 San Jose Blvd, Jacksonville, FL 32223
4.	024194	16770 Southwest Freeway, LLC 13 East 12th Street ATTN: Augusto Mariani New York, NY, 10003	Sleepy's, LLC	2115 HWY 70 SE, Hickory, NC 28602
5.	103004	19 Props LLC c/o PlazaCorp 200 W Michigan Ave, #201 Kalamazoo, MI, 49007	Mattress Firm, Inc.	3355 Henry St., Ste H, Muskegon , MI 49441
6.	055013	1920 Eastern Boulevard, LLC 1550 Timothy Road ATTN: Timothy W. Scott, III Athens, GA, 30606	Mattress Firm, Inc.	1920 Eastern Blvd, Montgomery, AL 36117
7.	119053	445 Townline Investments, LLC c/o Terraco, Inc. 3201 Old Glenview Road, Suite 300 Wilmette, IL, 60091	Mattress Firm, Inc.	445 E Townline Road, Vernon Hills, IL 60061
8.	110001	50th & O LLC P.O. Box 6896 Kent C. Thompson, Managing Member Lincoln, NE, 68506	Mattress Firm, Inc.	5001 O Street, Ste. F, Lincoln, NE 68510
9.	042014	5702 Johnston LLC 806 E St. Mary Blvd Lafayette, LA, 70503	Mattress Firm, Inc.	5702 Johnson Street Ste. 101, Lafayette, LA 70503
10.	166064	770 Real Estate Corp. 1019 Southern Boulevard Bronx, NY, 10459	Sleepy's, LLC	770 Route 1 North, Woodbridge, NJ 07095
11.	004066	A & A Greenbriar Investments LLC c/o Live Oak-Gottresman LLC 2705 Bee Cave Road Suite 230 Austin, TX, 78746	Mattress Firm, Inc.	2424 FM 685, Ste 400, Pflugerville, TX 78660
12.	054044	Beltway Marketplace, L.L.C. 8350 W. Sahara Avenue, Suite 210 ATTN: Haskel Iny and Matt Huss Las Vegas, NV, 89117	Mattress Firm, Inc.	9210 S. Eastern Ave, Las Vegas, NV 89123

¹ The inclusion of a Lease on this list does not constitute an admission as to the executory or non-executory nature of the Lease, or as to the existence or validity of any claims held by the counterparty or counterparties to such Lease.

	STORE NUMBER	COUNTERPARTY-LANDLORD AND ADDRESS	DEBTOR	PROPERTY ADDRESS
13.	158001	Berkshire Shopping Center, LLC c/o Hawley Management Co., Inc. 30 Germantown Road Danbury, CT, 06810	Sleepy's, LLC	67 Newtown Road, Danbury, CT 06810
14.	155015	Blue Realty Corp. 368 Veterans Memorial Highway, Suite 7 ATTN: Jason Maalouly Commack, NY, 11725	Sleepy's, LLC	2150 Third Avenue, New York, NY 10035
15.	119189	BOBCRESTWOOD IL LLC c/o Norman Bobrow & Co. Inc. 488 Madison Avenue, 19th Floor ATTN: Zev Bobrow New York, NY, 10022	Mattress Firm, Inc.	13352-B S. Cicero Ave, Crestwood, IL 60445
16.	082011	Boise Towne Square, LP P.O. Box 7250 ATTN: Maria Dimarucut Newport Beach, CA, 92658	The Sleep Train, Inc.	104 North Milwaukee St., Boise, ID 83704
17.	173023	Brickpoint Properties, Inc. Two Main Street, Suite 200 Stoneham, MA, 02180	Sleepy's, LLC	706 Technology Center Drive, Stoughton, MA 02072
18.	061187	Broad Creek PH I, LLC 222 Central Park Ave, Suite 2100 Virginia Beach, VA, 23462	Sleepy's, LLC	1241 North Military Highway, Norfolk, VA 23502
19.	017032	Brown Investment Properties, Inc. 440 West Market Street Greensboro, NC, 27401	Mattress Firm, Inc.	2417 Lawndale Drive, Greensboro, NC 27408
20.	080028	Bruce H. Carter Living Trust 838 San Luis Road Berkeley, CA, 94707	Mattress Firm, Inc.	8270 Flying Cloud Drive, Eden Prairie, MN 55344
21.	080029	Carroll Property, LLC 6726 Canterbury Lane Eden Prairie, MN, 55346	Mattress Firm, Inc.	2174 Snelling Ave N, Roseville, MN 55113
22.	051005	Central Line Properties, LLC 5220 Summerlin Commons Boulevard, Suite 500 Fort Myers, FL, 33907	Mattress Firm, Inc.	8291 Dani Dr #101, Fort Myers, FL 33966
23.	105037	Colmont Portage, LLC 8954 Hill Drive North Huntingdon, PA, 15642	Mattress Firm, Inc.	9778 State Route 14, Streetsboro, OH 44241
24.	152046	Cranberry Square LLC c/o Saul Centers, Inc. 7501 Wisconsin Avenue, Suite 1500E Bethesda, MD, 20814	Mattress Discounters Operations LLC	405 North Center Street Suite 26B, Westminster, MD 21157
25.	004038	CSHV HCG Retail LLC c/o UCR Asset Services 12700 Hill Country Blvd., Suite T-100 Bee Cave, TX, 78738	Mattress Firm, Inc.	12800 Galleria Cir Suite 103, Bee Cave, TX 78738
26.	004036	CW-Mooney, LLC 4114 Burney Drive ATTN: Joe Mooney Austin, TX, 78731	Mattress Firm, Inc.	2840 IH-35, San Marcos, TX 78666

	STORE NUMBER	COUNTERPARTY-LANDLORD AND ADDRESS	DEBTOR	PROPERTY ADDRESS
27.	003052	DEN Retail 1 LLC 150 Greenwich Street - Four World Trade Center, 52nd Floor New York, NY, 10007	Mattress Firm, Inc.	4989 S. Broadway, Englewood, CO 80113
28.	004083	DevMar Partners, LLC 2005 Stradella Road Los Angeles, CA, 90077	Mattress Firm, Inc.	13915 Research Blvd, Austin, TX 78717
29.	029144	DNS, LLC 4408 N. 12th Street, Suite 200 ATTN: Uri Shemesh Phoenix, AZ, 85014	Mattress Firm, Inc.	3240 E Camelback Road, Phoenix, AZ 85018
30.	029104	ECC Florence LLC c/o Thomas English Retail Real Estate Services 725 E. 65th Street, Suite 300 ATTN: Eric Grubb Indianapolis, IN, 46220	Mattress Firm, Inc.	2461 East Florence Blvd , Ste 1, Casa Grande, AZ 85194
31.	083008	EGW Louisville, LC 4800 N Federal Hwy, Suite 201B Boca Raton, FL, 33431	Mattress Firm, Inc.	7607 Shelbyville Road, Louisville, KY 40222
32.	155009	Emil Mosbacher Real Estate, LLC c/o Mosbacher Property Group 18 East 48th Street, 19th Floor New York, NY, 10017	Sleepy's, LLC	5199 Broadway, Bronx, NY 10463
33.	156023	Empire Realty Associates, LLC c/o Feldco Development Corp. 222 Newbury Street, 4th Floor Attn: Barry Feldman Boston, MA, 02116	Sleepy's, LLC	1445 Richmond Avenue, Staten Island, NY 10314
34.	060012	F&S Investments GP c/o The Tom Day Company 208 S. Johnson Street, #325 McKinney, TX, 75069	Mattress Firm, Inc.	2320 West Loop 340, Ste 100B, Waco, TX 76711
35.	173020	Falconi Realty Co, LLC 4 Franklin Street ATTN: Jeanne Schmidt Milton, MA, 02186	Sleepy's, LLC	502 Granite Avenue, Milton, MA 02186
36.	052104	Flamingo Sunrise Investment LLC c/o Dacar Management 336 E. Dania Beach Boulevard Dania, FL, 33004	Mattress Firm, Inc.	12308 W Sunrise Blvd., Plantation, FL 33323
37.	119157	Golf & Roselle, LLC c/o Heidner Property Management Company, Inc. 5277 Trillium Boulevard Hoffman Estates, IL, 60192	Mattress Firm, Inc.	1225 N Roselle Road, Schaumburg, IL 60195
38.	058008	Greely Associates, LLC P.O. Box 914 ATTN: Scott Shapiro Kihei, HI, 96753	Mattress Firm, Inc.	7834 Kingston Pike, Knoxville, TN 37919

	STORE NUMBER	COUNTERPARTY-LANDLORD AND ADDRESS	DEBTOR	PROPERTY ADDRESS
39.	016042	H/S Augustine, LP 1190 Interstate Parkway ATTN: Jim Hull Augusta, GA, 30909	Mattress Firm, Inc.	2125 US Hwy 1 South, St. Augustine, FL 32086
40.	119028	Hanover Investments, LLC 111 W. Wacker Drive, #1909 Chicago, IL, 60601	Mattress Firm, Inc.	2903 Colorado Avenue, Joliet, IL 60433
41.	173007	Hanover Washington, LP c/o Heller Property Management 625 Mt. Auburn St., Suite 210 ATTN: Josh Kantzen Cambridge, MA, 02138	Sleepy's, LLC	1207 Washington Street, Hanover, MA 02339
42.	502006	HK Bashi/KLIM Management 317 West Portal Avenue, Suite 263 San Francisco, CA, 94127	The Sleep Train, Inc.	1743 El Camino Real, San Mateo, CA 94402
43.	055018	Hoover Square Properties, LLC c/o Brookhill Management Corp. 501 Madison Avenue, 18th Floor ATTN: Charles Kramer, President New York, NY, 10022	Mattress Firm, Inc.	1642 Montgomery Hwy, Hoover, AL 35226
44.	029023	Insight Santan LLC c/o Kidder Mathews 2555 East Camelback Road, Suite 100 Phoenix, AZ, 85016	Mattress Firm, Inc.	1305 S. Arizona Ave., Chandler, AZ 85248
45.	009034	J&J Wesley Chapel, LLC 119 Windmill Road Orland Park, IL, 60467	Mattress Firm, Inc.	17620 East 39th Street, Independence, MO 64055
46.	042003	JMNA Properties, LLC 2605 East Lakeshore Drive ATTN: Roger F. Shaw III Baton Rouge, LA, 70808	Mattress Firm, Inc.	7597 Jefferson Hwy, Baton Rouge, LA 70806
47.	051025	JN Investments, LLC P.O. Box 61352 Fort Myers, FL, 33906	Mattress Firm, Inc.	12575 S Cleveland Avenue, #3A, Fort Myers, FL 33907
48.	004049	K Lion LLC 7 West 18th Street, 6th Floor ATTN: Lisa Sherwood New York, NY, 10011	Mattress Firm, Inc.	20389 N. Interstate 35 Frontage Rd #100, Kyle, TX 78640
49.	503033	K&S Management & Investment, LLC P.O. Box 1366 Tustin, CA, 92781	ST San Diego, LLC	1049 E Harriman, San Bernardino, CA 92408
50.	526010	Karlous Family Trust c/o MAJ Commercial Real Estate 300 W 15th Street, Suite 201 Attn: Katie Panarra Vancouver, WA, 98660	The Sleep Train, Inc.	902 SE 164th Avenue, Suite 100, Vancouver, WA 98683
51.	119195	Kay's E.P. Venture, L.P. c/o McCollom Realty, Ltd. P. O Box 57 ATTN: W.R. McCollom, Jr. Pana, IL, 62557	Mattress Firm, Inc.	2650 West 95th Street Suite #60, Evergreen Park, IL 60805

	STORE NUMBER	COUNTERPARTY-LANDLORD AND ADDRESS	DEBTOR	PROPERTY ADDRESS
52.	080030	Kenwood Center, LLC c/o Kraus-Anderson Realty Company 501 S. Eighth Street Minneapolis, MN, 55404	Mattress Firm, Inc.	2224 Hennepin, Minneapolis, MN 55405
53.	119163	Klairmont Korner, LLC c/o Imperial Realty Company 4747 W Peterson Ave Chicago, IL, 60646	Mattress Firm, Inc.	9621 N. Milwaukee Ave, Niles, IL 60714
54.	077009	Lafayette Partners 5812 Darlington Road Pittsburgh, PA, 15217	Mattress Firm, Inc.	221 Summit Park Dr, Pittsburgh, PA 15275
55.	119209	Landings Realty LLC c/o Namdar Realty Group 150 Great Neck Road, Suite 304 Great Neck, NY, 11021	Mattress Firm, Inc.	16821 Torrence Avenue, Lansing, IL 60438
56.	003022	Lisa Schneider, Trustee of Lotus Trust c/o Newmark Knight Frank 1899 Pennsylvania Avenue NW, Suite 300 Attn: Property Management Washington, DC, 20006	Mattress Firm, Inc.	1260 East 1st ave, Unit A, Broomfield , CO 80020
57.	052137	LKS Associates, L.P. c/o Loeb Partners Realty, LLC 521 Fifth Avenue, Suite 2800 ATTN: Joseph Lesser New York, NY, 10175	Mattress Firm, Inc.	7123 SW 117th Avenue, Miami , FL 33183
58.	119145	LMC Shorewood LLC c/o LS Capital Inc 13949 Ventura Boulevard, Suite 300 Sherman Oaks, CA, 91423	Mattress Firm, Inc.	920 Brookforest Ave, Ste. 200, Shorewood, IL 60404
59.	167019	Lyla Associates LLC c/o United American Land LLC 73 Spring Street, 6th Floor New York, NY, 10012	Sleepy's, LLC	600 Sixth Avenue, New York, NY 10011
60.	119062	Marshall Rasof 8640 Hamlin Avenue Skokie, IL, 60076-2210	Mattress Firm, Inc.	4835 W. Dempster, Skokie, IL 60077
61.	168020	MBB Realty Limited Partnership c/o Pomegranate RE 33 Rock Hill Rd, Suite 350 Bala Cynwyd, PA, 19004	Sleepy's, LLC	8920 Frankford Avenue, Philadelphia, PA 19125
62.	502068	McViking II (Petaluma). LLC c/o McNellis Partners, LLC 419 Waverley Street ATTN: John McNellis Palo Alto, CA, 94301	The Sleep Train, Inc.	105 N. McDowell Blvd, Petaluma, CA 94954
63.	080014	MF Blaine MN, LLC c/o Lavelo Property Management 275 Coleridge Street Brooklyn, NY, 11235	Mattress Firm, Inc.	751 Old Highway 10 NE, Blaine, MN 55434
64.	162001	Monnie LLC 926 Black Horse Pike ATTN: Barbara Boroweig Mt. Ephram, NJ, 08059	Sleepy's, LLC	600 Black Horse Pike, Mount Ephraim, NJ 08059

	STORE NUMBER	COUNTERPARTY-LANDLORD AND ADDRESS	DEBTOR	PROPERTY ADDRESS
65.	119190	Norcor Cadwell Associates LLC c/o Horizon Management 1130 Lake Cook Road, Suite 280 Buffalo Grove, IL, 60089	Mattress Firm, Inc.	57 Waukegan Road, Deerfield, IL 60015
66.	119054	Norridge Plaza, LLC c/o Irving-Harlem Management, LLC P.O. Box 407 Deerfield, IL, 60015	Mattress Firm, Inc.	4113 N Harlem Avenue, Norridge, IL 60706
67.	119244	NRF VII - Oak Lawn, LLC c/o Next Property Management, Inc. 5215 Old Orchard Road, Suite 880 Skokie, IL, 60077	Mattress Firm, Inc.	6320 W 95th Street, Oak Lawn, IL 60453
68.	179068	OJB Investment Group, LC c/o RecycLand LLC 8101 Glenbrook Road, Suite B Bethesda, MD, 20814	Sleepy's, LLC	1929 Old Gallows Road Suite B, Vienna, VA 22182
69.	024026	Pacific National Group, LLC c/o MPV Properties 2400 South Boulevard, Suite 300 Charlotte, NC, 28203	Mattress Firm, Inc.	1965 Canterbury Glen Ln., Rock Hill, SC 29730
70.	062013	Parliament Partners LLC c/o Chapman Management Group LLC 33 W. Congress, Suite 205 Tucson, AZ, 85701	Mattress Firm, Inc.	9484 22nd St. Ste. 120, Tucson, AZ 85710
71.	158011	Phillene M. Tarone, Trustee 5971 Union Springs Drive Hahira, GA, 31632	Sleepy's, LLC	484 Boston Post Road, Orange, CT 06477
72.	006034	Post Square Shopping Center, GP P.O. Box 50378 Nashville, TN, 37205	Mattress Firm, Inc.	21 White Bridge Rd #215, Nashville, TN 37205
73.	080021	PRISA Arbor Lakes, LLC c/o Prudential Real Estate Investors Two Prudential Plaza, 180 North Stetson St, Suite 3275 ATTN: Lawrence Frank Chicago, IL, 60601	Mattress Firm, Inc.	12067 Elm Creek Blvd North, Maple Grove, MN 55369
74.	504006	Red Mountain Asset Fund I, LLC c/o Red Mountain Group, Inc. 1234 E 17th Street ATTN: Lease Administration Santa Ana, CA, 92701	The Sleep Train, Inc.	1195 Shaw Avenue, Clovis, CA 93612
75.	503051	REO Property Group, LLC 1119 Westminster Avenue ATTN: Frank Zeng Alhambra, CA, 91803	The Sleep Train, Inc.	4210 Inland Empire Blvd, Ontario, CA 91764
76.	179113	Rivanna Plaza SPE, LLC P.O. Box 610 Waynesboro, VA, 22980	Sleepy's, LLC	325 Rivanna Plaza Drive, Charlottesville, VA 22901
77.	029131	RN Properties Cave Creek, LLC 4455 E Camelback Road, Suite D-145 Phoenix, AZ, 85018	Mattress Firm, Inc.	20330 N Cave Creek Rd, Phoenix, AZ 85024

	STORE NUMBER	COUNTERPARTY-LANDLORD AND ADDRESS	DEBTOR	PROPERTY ADDRESS
78.	526012	ROIC Oregon, LLC c/o Retail Opportunity Investments Corporation 11250 El Camino Real, Suite 200 San Diego, CA, 92130	The Sleep Train, Inc.	30100 SW Boones Ferry Rd., Suite 56, Wilsonville, OR 97070
79.	119200	Shopping Center BF, LLC 3730 W. Devon Avenue Lincolnwood, IL, 60712	Mattress Firm, Inc.	5300 North Broadway Street, Chicago, IL 60640
80.	004062	Sig Ep Frat Friends, LLC 706 Las Lomas Dr. Austin, TX, 78746	Mattress Firm, Inc.	2424 S Lamar Blvd, Austin , TX 78704
81.	017179	Silverbrook, Inc. 406 North Main Street Attn: Kristi Dean Clover, SC, 29710	Sleepy's, LLC	4411 W Wendover Ave, Greensboro, NC 27407
82.	042015	SMTP, LLC 38068 Post Office Road, Suite B Prairieville, LA, 70769-4249	Mattress Firm, Inc.	2260 S. MacArthur Dr, Alexandria, LA 71301
83.	052088	SOMERSET SHOPPES FLA, LLC Somerset Shoppes Management LLC 8903 Glades Road. A-14 Boca Raton, FL, 33434	Mattress Firm, Inc.	8903 Glades Road, Boca Raton, FL 33434
84.	065012	South Emerald Coast Property, LLC 1931 Cordova Road, Suite 304 Fort Lauderdale, FL, 33316	Mattress Firm, Inc.	34894 Emerald Coast Parkway, Destin, FL 32541
85.	502051	Stevens Creek Plaza LLC c/o Gillmor & Associates 1201 Franklin Mall Santa Clara, CA, 95050	The Sleep Train, Inc.	3785 Stevens Creek Blvd., Santa Clara, CA 95051
86.	052078	Stuart North, LLC 75 Valencia Avenue, Suite 1150 ATTN: Albert J. Fraga Coral Gables, FL, 33134	Mattress Firm, Inc.	2161 SE Federal Highway , Stuart, FL 34994
87.	076014	Sutton Properties, LLC 200 Good Hope Road Bluffton, SC, 29909	Mattress Firm, Inc.	2776 Church St, Conway, NC 29526
88.	119141	The Adam Young & Julie Young Living Trust 3505 Pacific Ave. San Francisco, CA, 94118	Mattress Firm, Inc.	1044 S IL Route 59, Naperville, IL 60564
89.	503013	The City of San Marcos 1 Civic Center Drive ATTN: Paul Malone San Marcos, CA, 92069	ST San Diego, LLC	565 Grand Ave, San Marcos, CA 92069
90.	119127	The Shops at Oak Brook Place Limited Partnership c/o CREIT Management LP 175 Bloor Street East, Suite 500, North Tower ATTN: Chief Financial Officer Toronto, ON, M4W 3R8 CANADA	Mattress Firm, Inc.	2155 W 22nd St, Oak Brook, IL 60523

	STORE NUMBER	COUNTERPARTY-LANDLORD AND ADDRESS	DEBTOR	PROPERTY ADDRESS
91.	154017	Transatlantic 151 LP c/o Transatlantic Investment Management, Inc. 222 Third Street Cambridge, MA, 02142	Sleepy's, LLC	151 Merrimac Street Suite 100, Boston, MA 02114
92.	502075	TRC El Paseo de Saratoga, LLC c/o Terramar Retail Centers, LLC 4695 MacArthur Boulevard, Suite 700 Newport Beach, CA, 92660	The Sleep Train, Inc.	1500 El Paseo de Saratoga, San Jose, CA 95130
93.	062018	Vincenza, LLC 15570 N. 83rd Way Mark Zavras Scottsdale, AZ, 85260	Mattress Firm, Inc.	3858 W Orange Grove Rd, Tucson , AZ 85741
94.	503034	Winchester Marketplace, LP c/o Meissner Jacquet Commercial Real Estate Services 4995 Murphy Canyon Road, Suite 100 San Diego, CA, 92123-4365	The Sleep Train, Inc.	40515 Winchester Rd, Temecula, CA 92591
95.	168028	Winig, Winig, Lewin c/o HW Associates Realty Corp 420 Bainbridge Street Philadelphia, PA, 19147	Sleepy's, LLC	1221-1223 Chestnut Street, Philadelphia, PA 19107
96.	166007	Winkai Holdings LLC c/o Win Properties, Inc. 10 Rye Ridge Plaza, Suite 200 Rye Brook, NY, 10573	Sleepy's, LLC	690 Route 18, East Brunswick, NJ 08816
97.	152051	York and Parks Associates LP 1258 Henry Street Baltimore, MD, 21230	Mattress Discounters Operations LLC	9709 York Road, Cockeysville, MD 21030