

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

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	:	:	
In re	:	:	Chapter 11
	:	:	
MATTRESS FIRM, INC., <i>et al.</i> , ¹	:	:	Case No. 18-12241 (CSS)
	:	:	
	:	:	(Jointly Administered)
Debtors.	:	:	
	:	:	Objection Deadline: November 2, 2018 at 4:00 p.m. (ET)
	:	:	Hearing Date: November 16, 2018 at 9:30 a.m. (ET)
	:	:	Related to Docket No. 22
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**LIMITED OBJECTION OF LANDLORDS AS MORE FULLY SET
FORTH IN THE ATTACHED SCHEDULE A TO THE JOINT PREPACKAGED
CHAPTER 11 PLAN OF REORGANIZATION FOR MATTRESS FIRM, INC.
AND ITS DEBTOR AFFILIATES**

The landlords set forth on Schedule A hereto (collectively, the “Landlords”) hereby file this limited objection (the “Objection”), by and through their undersigned counsel, to the *Joint Prepackaged Chapter 11 Plan of Reorganization for Mattress Firm, Inc. and Its Debtor Affiliates* (as may be amended from time to time, the “Plan”) [D.I. 22],² and respectfully represent as follows:

I. BACKGROUND FACTS

1. On October 5, 2018 (the “Petition Date”), Mattress Firm, Inc. and its affiliated debtors and debtors in possession (collectively, the “Debtors”) each filed a voluntary petition for relief under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101–

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.

² Terms not otherwise defined here shall have the meanings ascribed to them in the Plan, and accompanying documents.

1532 (the “Bankruptcy Code”)³ in the United States Bankruptcy Court for the District of Delaware (the “Court”). The Debtors continue to operate their 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. On the Petition Date, the Debtors filed the Plan and the related disclosure statement (the “Disclosure Statement”) [D.I. 23]. On October 9, 2018, the Court entered an order scheduling a combined hearing for November 16, 2018 at 9:30 a.m. (prevailing Eastern Time) to consider approval of the Disclosure Statement and confirmation of the Plan [D.I. 181]. The Debtors assert that all classes of claims against the Debtors are unimpaired under the Plan.

3. The Debtors lease retail space (the “Premises”) from the Landlords pursuant to unexpired leases of nonresidential real property (individually, a “Lease,” and collectively, the “Leases”) at the shopping center locations (the “Centers”) set forth in detail on the attached Schedule A.

4. The Leases are leases “of real property in a shopping center” as that term is used in Section 365(b)(3). *See In re Joshua Slocum, Ltd.*, 922 F.2d 1081, 1086-87 (3d Cir. 1990).

5. The Landlords do not object to the Debtors’ efforts to confirm a plan of reorganization, or to the assumption of the Leases not yet rejected, but the Plan must comply with all the requirements of Section 365 of the Bankruptcy Code. Further, the Plan in this case is premised on the unimpairment of all general unsecured claims, including what are likely to be significant Rejection Damage Claims of counterparties to unexpired nonresidential real property leases that the Debtors have rejected or are in the process of rejecting during these cases. Given the expedited prepackaged plan approval process and the lack of appointment of a committee in

³ Unless otherwise specified, all statutory references to “Section” are to 11 U.S.C. §§ 101 et seq. (the “Bankruptcy Code”).

this case, the Debtors have not yet made an evidentiary showing as to the feasibility of their Plan and their ability to truly not impair holders of Rejection Damages Claims. In addition, it is equally unclear whether the amount budgeted in December to pay the landlord administrative Stub Rent (defined below) is sufficient to pay the Stub Rent for all of the Debtors' 3200 stores, or if that budgeted number is only sufficient to cover stub rent for the rejected locations. Indeed, the financial information provided with the Disclosure Statement fails to specify what amount of rent relief the Debtors' needed to obtain from their landlords in order to meet their financial projections; and such information contemplated the closure of 556 stores, but to date, the Debtors have rejected only approximately 608 leases, without any showing as to how these additional rejections have impacted their financial projections. Finally, as noted at the first day hearing, the Debtors' chapter 11 plan is but one component in a larger global restructuring of its equity holders. No updated information as to the status or progress of those interrelated proceedings, and any potential effects on the feasibility of the Plan or the accuracy of the financial projections, included in the Disclosure Statement, has been given since the filing of these cases.

6. Moreover, the only claims process contemplated by the Plan is to address the purportedly unimpaired Rejection Damages Claims, which claims must be filed within 30 days of the Effective Date (the "Rejection Damages Bar Date"), but the Plan then gives the Debtors a full 180 days after the Rejection Damages Bar Date to object to such claims (with the possibility for a further extension). Because the universe of holders of Rejection Damages Claims is finite and known to the Debtors, this delay in the allowance and payment of Rejection Damages Claims is unjustified, significantly harms holders of such claims, and causes holders of Rejection Damages Claims to be impaired. The Debtors must establish that sufficient funds exist to pay Rejection Damages Claims (as well as the Chapter 11 administrative claims of these

estates, including the Stub Rent Claims) in full as required by the Plan and that such funds will be available when the Debtors propose to pay such claims—which as proposed will not be until mid-2019 at earliest. The Debtors should also be required to pay undisputed Rejection Damages Claims at the time they pay other undisputed general unsecured claims; otherwise, they are treating Rejection Damages Claims differently than other similarly situated creditors.

II. ARGUMENT

A. The Debtors Must Establish that the Plan Is Feasible.

7. In order for a plan to be confirmed, the plan proponent bears the burden of proof with respect to each and every element of Bankruptcy Code section 1129(a). Section 1129(a)(11) requires that, in order to confirm a Chapter 11 plan, the Court must find that confirmation of the plan is not likely to be followed by a liquidation or the need for further financial reorganization, the so-called “feasibility test.”

8. The purpose of the feasibility requirement is to prevent confirmation of a visionary scheme that promises more than the debtor can achieve. In re Gulph Woods Corp., 84 B.R. 961, 973 (Bankr. E.D. Pa. 1988). Feasibility has been expressed in a variety of ways. See, e.g., Matter of T-H New Orleans Limited Partnership, 116 F.3d 790, 801 (5th Cir. 1997) (feasibility requires “a reasonable assurance of commercial viability”); In re Jartran, Inc., 44 B.R. 331, 393 (Bankr. N.D. Ill. 1984) (“The touchstone of feasibility is whether or not the Debtor emerges with reasonable prospects of financial stability and success”) A reorganization plan under Chapter 11 “must be more than a nebulous speculative venture” In re Great American Pyramid Joint Venture, 144 B.R. 780, 791 (Bankr. W.D. Tenn. 1992).

9. The Plan proposed in this case is contingent upon significant assumptions made prior to the Petition Date. Among these assumptions are the Debtors maintaining a go-forward retail footprint of 2,674 stores, which allows for the closure of 556 locations. Yet, to

date, the Debtors have rejected 608 retail locations, and no evidence has been presented as to how this smaller retail footprint and corresponding increase in the Rejection Damage Claims will affect the proposed 100 percent recovery for holders of such claims. Moreover, the Debtors have been seeking rent relief and other lease amendment agreements from many, if not all, of their landlords. The Disclosure Statement fails to note what level of rent relief the Debtors assumed they would need to achieve in preparing their financial projections and does not list the possible failure to achieve the necessary rent relief threshold as a risk factor.

10. The proposed reorganization of the Debtors is also just one component of a larger, global restructuring of the Debtors' parent entities in the United Kingdom. The global restructuring implicates a complete restructuring of Steinhoff, SEAG, Steinhoff Finance, and Stripes through consent agreements, a company voluntary arrangement in the United Kingdom, and a potential scheme of arrangement in the United Kingdom. The Debtors' exit financing is contingent upon (i) the consummation of the Stripes Restructuring, or (ii) if the Stripes Restructuring has not been consummated, the completion of diligence into the U.S. tax implications of the Plan and related transactions to the satisfaction of the lenders. The sheer number of moving parts and pieces that must fall into place in order for the Debtors' to successfully implement their Plan is significant. While these components may all ultimately be achieved, to date the Debtors have provided no evidence that they have been accomplished, and the Effective Date of the Plan could be significantly delayed while the Debtors await the completion of these restructuring transactions or tax analysis.

11. Without disclosure of the effect of the increased lease rejections on the financial projections, the amount of rent relief agreements needed to be achieved by the Debtors, and the status of the interrelated global restructuring of the Debtors' parent entity and related

affiliates, the Debtors cannot meet their burden of demonstrating that the Proposed Plan is feasible as required by Bankruptcy Code section 1129(a)(11).

B. The Disclosure Statement and Plan Fail to Provide Landlords with Adequate Assurance of Future Performance under the Leases

12. The Debtors may not assume leases unless they demonstrate adequate assurance of future performance of their ability to perform under the leases. 11 U.S.C. § 365(b)(1)(C); *see also* 11 U.S.C. § 365(f)(2). Providing adequate assurance of future performance is an affirmative duty of the Debtors, and the Debtors bear the ultimate burden of persuasion as to issues under Section 365. *See In re Rachels Indus., Inc.*, 109 B.R. 797, 802 (Bankr. W.D. Tenn. 1990); *see also Richmond Leasing Co. v. Capital Bank, N.A.*, 762 F.2d 1303, 1309 (5th Cir. 1985). The obligation to comply with section 365(b) and section 365(f) is unaffected by maneuvering the assumption process through a Plan. Courts require a specific factual showing through competent evidence to determine whether a debtor demonstrates adequate assurance of future performance. *See, e.g., Matter of Haute Cuisine, Inc.*, 58 B.R. 390 (Bankr. M.D. Fla. 1986) (even though experts presented cash flow projections, the court found that insufficient documentary evidence had been presented). Adequate assurance of future performance is determined by the existing factual conditions, and the Court may look to many factors in determining what is necessary to provide adequate assurance of future performance under Section 365(b), including sufficient economic backing, economic conditions, certificates, credit reports, escrow deposits, or other similar forms of security or guarantee. *In re Lafayette Radio Elecs. Corp.*, 9 B.R. 993 (Bankr. E.D.N.Y. 1981); *In re Belize Airways*, 5 B.R. 152 (Bankr. S.D. Fla. 1980).

13. Furthermore, where the lease involved is a shopping center lease, the Bankruptcy Code requires more than the basic adequate assurance of future performance of the

lease under Section 365(b)(1)(C). *In re Arden and Howe Assocs., Ltd.*, 152 B.R. 971, 976 (Bankr. E.D. Cal. 1993). Such heightened adequate assurance requirements include assurance:

(A) of the source of rent and other consideration due under such lease, and in the case of an assignment, that the financial condition and operating performance of the proposed assignee and its guarantors, if any, shall be similar to the financial condition and operating performance of the debtor and its guarantors, if any, as of the time the debtor became the lessee under the lease;

(B) that any percentage rent due under such lease will not decline substantially;

(C) that assumption or assignment of such lease is subject to all the provisions thereof, including (but not limited to) provisions such as a radius, location, use, or exclusivity provision, and will not breach any such provision contained in any other lease, financing agreement, or master agreement relating to such shopping center; and

(D) that assumption or assignment of such lease will not disrupt any tenant mix or balance in such shopping center.

11 U.S.C. § 365(b)(3). The Debtors must satisfy the foregoing adequate assurance requirements, among others, as a condition to assumption of the Leases.

14. The Disclosure Statement and Plan do not provide any discussion of the adequate assurance of future performance information the Debtors intend to provide to the Landlords in connection with the assumption of the Leases. Accordingly, the Debtors have not yet established adequate assurance of future performance with respect to the Leases to be assumed under the Plan and their ability to cure all defaults on assumed leases and meet their administrative obligations. As described above, there are many assumptions incorporated into the financial projections developed by the Debtors prior to the Petition Date and no updated financial information has been made available to Landlords to assess the accuracy of those projections as the case has developed.

15. In addition, the Debtors must also establish that they have sufficient funding available to pay all administrative claims in these cases—including the rent from the Petition Date through the end of October, 2018 (the “Stub Rent Claims”), the cure claims, and the post-petition, pre-Effective Date claims arising under leases pursuant to Section 365(d)(3)—but have failed to provide the Court with even an estimate of the administrative claims outstanding in these cases. Indeed, the DIP Budget provides no separate line item for the payment of the Stub Rent Claims, notwithstanding that the Debtors have represented that the Stub Rent has been included in the rent amount in week 9 of the DIP Budget. However, upon a closer review of the DIP Budget, the Debtors have only budgeted less than ½ of the November rent amount for the payment of the Stub Rent, which is insufficient to pay the Stub Rent for all of the Debtors’ 3200 unexpired leases in effect on the Petition Date.⁴ No disclosures or explanations have been given as to how the Debtors calculated this Stub Rent amount or what assumptions, including potential rent relief, went into this calculation, let alone how those assumptions have borne out over the life of this case.

16. In order to consider the fairness and feasibility of a plan, it is crucial that a disclosure statement contain sufficient financial information, data, valuations or projections relevant to the decision to accept or reject a plan, including information relevant to the risks posed to creditors under such plan. *In re U.S. Brass Corp.*, 194 B.R. 420, 425 (Bankr. E.D. Tex. 1996) (citing *In re Metrocraft Pub. Servs., Inc.*, 39 B.R. 567, 568 (Bankr. N.D. Ga. 1984)). Most reported decisions discussing the standards of a disclosure statement include the requirement that the disclosure statement reveal the present financial condition of the debtor. *Metrocraft Pub.*

⁴ Monthly rental obligations for the Debtors following the October lease rejections is \$44 million, as reflected in the entry for November rent. The amount in week 9 of the DIP Budget for December rent is only \$64 million. Assuming the Debtors’ current monthly rental obligations remain stable from November to December, this means the Debtors have budgeted only \$20 million on account of October stub rent—a time when they were operating over 600 more locations.

Services, Inc., 39 B.R. at 568; *Microwave Products of America, Inc.*, 100 B.R. 376, 378 (Bankr. W.D. Tenn. 1989); *In re Scioto Valley Mortg. Co.*, 88 B.R. at 170. Equally important are the projections for the reorganized debtor. *In re Ferretti*, 128 B.R. 16, 21 (Bankr. D.N.H. 1991).

17. The Disclosure Statement and the Plan inadequately discusses the current financial status of the Debtors, as well as its anticipated postpetition financial position and prospects. Neither provide sufficient current or future financial information upon which creditors, especially the Landlords, may rely to evaluate the likelihood that the payments promised under the Plan will be made under the Leases, and whether the Debtors will survive as an economically viable business. The Debtors must better describe their financial condition and future projections.

18. The Debtors' failure to provide creditors with an opportunity to review sufficient critical financial data is a failure to supply "adequate information" within the meaning of Section 1125(a). *Metrocraft*, 39 B.R. at 570; *In re A.C. Williams*, 25 B.R. 173, 176 (Bankr. N.D. Ohio 1982); *In re William F. Gable Co.*, 10 B.R. 248, 250 (Bankr. N.D. W.Va. 1981). The plan proponent must show "concrete evidence of a sufficient cash flow to fund and maintain both its operations and obligations under the Plan." *In re SM 104 Ltd.*, 160 B.R. 202 (Bankr. S.D. Fla. 1993); *In re Nelson*, 84 B.R. 90, 93 (Bankr. W.D. Tex. 1988). The Court should not approve the Plan and/or the assumption of the Leases, until the Debtors have provided this crucial information, and satisfied their burden under Section 365 of the Bankruptcy Code.

C. Rejection Damages Claims May Be Impaired Pursuant to the Plan

19. The Plan provides that Rejection Damages Claims arising from the rejection of Unexpired Leases must be filed with the Bankruptcy Court by the Rejection Damages Claims Bar Date, which for all rejected leases, other than those on the Schedule of Post-Effective Date Negotiated Leases rejected following the Effective Date, is defined as thirty

(30) days after the Effective Date. *See* Plan, Article I.109. The Plan further provides that such Allowed Rejection Damages Claims shall be classified as General Unsecured Claims and shall be unimpaired and conclusively deemed to have accepted the Plan, and thus not entitled to vote. *Id.* at Article III.B.5.

20. Accordingly, the Debtors' Plan and the lack of a solicitation and voting process is contingent upon all claims, including Rejection Damages Claims, being unimpaired by the Plan. As discussed above, the Debtors have not yet presented evidence that sufficient funding is and will be available to pay the landlords' allowed Rejection Damages Claims in full. Moreover, the Debtors are significantly delaying payments to holders of Rejection Damages Claims, and *only* to holders of Rejection Damages Claims, as all other classes of claims will be paid either on the Effective Date or are being paid in the ordinary course of business. The Debtors should be required to pay undisputed Rejection Damages Claims at the same time that they pay other undisputed general unsecured claims; otherwise, they are treating Rejection Damage Claims differently than other general unsecured claims.

21. The Plan provides that Rejection Damages Claims must be filed no later than thirty (30) days after the Effective Date, but then gives the Debtors 180 days to object to such claims, with the ability to further extend the deadline. Rejection Damages Claims will not likely be deemed Allowed pursuant to the Plan, and thus not eligible for payment until after the deadline to object to such claims has passed, which can be no earlier than at least mid-2019. The pool of potential Rejection Damages Claims is fixed, known to the Debtors, and largely calculable pursuant to the statutory formula as prescribed by Section 502(b)(6) of the Bankruptcy Code. In these circumstances, there is no justification for the Debtors to reserve six months to reconcile 608 known claims.

22. No other creditors are being required to file claims, subjected to a lengthy claims reconciliation process, and facing significantly delayed recoveries pursuant to the Plan. This delay in potential payment constitutes harm to the holders of Rejection Damages Claims and as such, may result in an impairment of such claims.⁵ Accordingly, absent the presentation of evidence that the Debtors' projections are sound and a demonstration of proof on how they will have sufficient funds in mid-2019 to make payments to their unsecured creditors, the Rejection Damages Claims for the Landlords are impaired and the Plan cannot be confirmed as proposed.

D. The Plan Improperly Seeks to Assume or Reject Leases Beyond the Confirmation Date Absent Landlord Consent

23. The Plan provides that the Debtors may assume or reject Leases after the confirmation date. More specifically, the Plan provides that any lease that "is the subject of a Rejection Motion or Lease Rejection Notice pending as of the Effective Date and is subsequently rejected by a Final Order of the Bankruptcy Court" is not assumed pursuant to the Plan. *See* Plan, Article VI.A.2. The Plan goes on to provide that leases "identified on the Schedule of Post-Effective Date Negotiated Leases as an Unexpired Lease as to which the counterparty has consented in writing to the Debtors' deferral of their decision to assume or reject for a period of up to ninety (90) days after the Effective Date" shall not be assumed pursuant to the Plan. *Id.* at Article VI.A.4. Finally, the Plan provides that "if a counterparty's objection to the amount necessary to satisfy a claims under section 365(b)(1) of the Bankruptcy Code is sustained, the Reorganized Debtors may elect, in their discretion, to reject such Executory Contract or

⁵ "[A] delay in payment of a claim beyond its contractual maturity date results in impairment." *See* Colliers ¶1124.03 (citing *See In re G.L. Bryan Investments, Inc.*, 2006 Bankr. LEXIS 577 at *8-9 (Bankr. D. Col. Mar. 8, 2006) (creditors' claims were impaired because the chapter 11 plan deferred the payment of their claims and reduced the interest rate from 8% to 4.3%); *see also In re Brewery Park Assocs., L.P.*, 2011 Bankr. LEXIS 1596, at *26 (Bankr. E.D. Pa. Apr. 29, 2011) (creditors' claims were impaired because, among other things, the chapter 11 plan deferred any plan distribution for at least six months).

Unexpired Lease in lieu of assuming such Executory Contract or Unexpired Lease” even after the entry of the Confirmation Order. *Id.* Any language seeking to assume or reject any Lease beyond the entry of the Confirmation Order is objectionable and in violation of Section 365(d)(4) of the Bankruptcy Code.

24. Section 1129(a)(1) provides that “a plan may not be confirmed unless the plan complies with the applicable provisions of Title 11” *Mabey v. S.W. Elec. Power Co. (In the Matter of Cajun Elec. Power Cooperative, Inc.)*, 150 F.3d 503, 513, n.3 (5th Cir. 1998), citing *Mickey’s Enters., Inc. v. Saturday Sales, Inc. (In re Mickey’s Enters., Inc.)*, 165 B.R. 188, 193 (Bankr. W.D. Tex. 1994) (“In order to confirm a plan the court must find that the plan and its proponent have complied with the applicable provisions of Title 11.”). Moreover, a plan cannot be confirmed if it violates the provisions of Title 11. *See Resorts Int’l, Inc. v. Lowenschuss (In re Lowenschuss)*, 67 F.3d 1394 (9th Cir. 1995).

25. The Debtors cannot pick and choose which Bankruptcy Code provisions to follow and which to ignore. Section 365(d)(4) requires that the Debtors make a determination to assume or reject their leases no later than the entry of the order confirming a plan of reorganization, absent the consent of the landlord counterparty, and the Debtors must abide by this provision to confirm their Plan. Section 365(d)(4) provides that “an unexpired lease of nonresidential real property under which the debtor is the lessee shall be deemed rejected . . . if the trustee does not assume or reject the unexpired lease by the earlier of (i) the date that is 120 days after the date of the order for relief [or within such additional time as set by the Court and authorized by Section 365(d)(4)]; or (ii) the date of the entry of an order confirming a plan.” 11 U.S.C. § 365(d)(4)

26. There is no legal basis to allow the Debtors to reject Unexpired Leases post-confirmation. Not only is this unsupported by any statutory authority or case law, the Bankruptcy Code requires that all leases of nonresidential real property be assumed or rejected no later than the date of entry of the confirmation order, absent consent of the Landlords.⁶ Unless an extension of the period to assume or reject is agreed in writing with the applicable landlord counterparty prior to the Confirmation Date, the Debtors must finalize their list of assumed and rejected leases on or before the entry of the Confirmation Order, as well as provide notice of which landlord counterparties they believe have provided consent to be included on the Schedule of Post-Effective Date Negotiated Leases.

E. The Plan Improperly Seeks to Modify Rights Under the Leases.

27. Any ability to assume the Leases is subject to the protections provided by Sections 365(b) and (f). Therefore, any assumption must be in accordance with all provisions of the Leases.

28. The Plan, however, provides that the assumption of the leases and a reinstatement of all defaults under the Assumed Leases shall serve as full satisfaction of any Claims or defaults arising under such Unexpired Lease at any time before the date that the Debtors assume such Unexpired Lease. *See* Plan, Article VI.A. A debtor assumes its leases *cum onere*, or subject to existing burdens. *In re Wash. Capital Aviation & Leasing*, 156 B.R. 167,172 (Bankr. E.D. Va. 1993). While the Debtors must pay all outstanding balances due under the Unexpired Lease as cure at the time of assumption, the Debtors assume, and must honor, other obligations under the Leases, regardless of when they arise. The Debtors cannot avoid these

⁶ Further, to the extent the Court allows the Debtors to assume a lease and then unilaterally reject the lease post-Confirmation (without Court authority) if they do not prevail on any cure objection, Landlords will have an additional claim pursuant to 11 U.S.C. § 503(b)(7), and objects to confirmation of a Plan that does not provide for such administrative claims to be paid in full.

obligations through releases or waivers in their Plan. Further, any assumption must remain subject to all provisions of the Leases, including those provisions concerning use, radius, exclusivity, tenant mix and balance. This is consistent with Section 365(b) of the Bankruptcy Code.

29. Specifically, in addition to rent and related monthly charges, the Debtors bear responsibility for other charges under the Leases that may not yet be known or which may not yet have been reconciled and/or adjusted from the pre-assumption periods. For instance, the Debtors occupy retail space at the Centers pursuant to triple-net leases, where they typically pay rent and related lease charges in advance for each month. In addition to a base minimum rent, the Debtors pay a pro-rata share of other charges and expenses, such as real property taxes, insurance, common area maintenance (“CAM”) fees, and percentage rent. Certain charges, such as CAM and property taxes are estimated prospectively, billed to and paid by the tenant during the year based upon such estimate, and then reconciled after year-end. Year-end reconciliations and adjustments for previous years may not yet be complete (i.e. – year-end reconciliations and adjustments that accrued through 2018 have not been billed for many locations, and such charges for 2018 will not be billed until sometime in 2019 or after). Moreover, certain charges may be paid in arrears, and cannot be calculated (in some cases) until a year or more after year-end. These accrued but unbilled charges are not yet due under the Leases, and they do not create a current default or payment obligation that is part of the cure payment required to assume the Leases. Nevertheless, Debtors remain responsible for all accrued or accruing charges under the Leases, and must pay such charges when they come due under the Leases. The Debtors cannot assume the Leases pursuant to the Plan, and then try to use the Plan or Confirmation Order to

release their obligation to pay these accrued or accruing, but unbilled, charges that come due under the Leases in the ordinary course.

30. The Leases also contain provisions that require the Debtors to indemnify Landlords with respect to various claims, which claims may not become known until after the assumption of the Leases (i.e. personal injury claims at the Premises and damage to property by the Debtors or their agents). Any assumption of the Leases must be subject to the terms of the Leases, including the continuation of all indemnification obligations, regardless of when they arise. Nothing in the Plan or Confirmation Order should act as a waiver or release of any indemnity or other rights and obligations that exist under the Leases.

F. The Debtors Should Pay All Undisputed Amounts Not Later than the Effective Date.

31. Consistent with the above, the Debtors are also required to pay all undisputed cure amounts for assumed Leases on the Effective Date of the Plan along with other administrative claims. Section 365(b)(1)(A) requires that the Debtors promptly cure outstanding balances due under the Leases upon assumption. Here, the Plan seeks to pay cure claims “on the Effective Date or as soon as reasonably practicable thereafter.” Plan, VI.A.4. In its current form, the Plan does not comply with the cure payment timing required by Section 365 of the Bankruptcy Code. To the extent there is a dispute over the total cure obligation for any Lease, all undisputed cure amounts should be paid immediately upon the Effective Date. Debtors should also be required to escrow any disputed amounts, and the Court should set a status conference within thirty (30) days of the assumption of the Leases to deal with any disputes that remain unresolved after such period. Similarly, the Debtors should also be required to pay all undisputed Rejection Damages Claims at the same time as other undisputed general unsecured claims, as there is no basis to treat similarly situated creditors differently.

G. The Plan Improperly Seeks to Deprive Creditors of their Setoff and Recoupment Rights.

32. Through the injunction and release provisions, the Debtors improperly seek to deprive Landlords of their rights to setoff and recoupment. *See* Plan, Article X.C.2 & X.D.2. There is no authority to deprive Landlords of their setoff and recoupment rights through a plan, especially in the case of a “ride through” Plan as is proposed by the Debtors. To the extent any claim objections or preference actions are prosecuted against the Landlords following Plan confirmation, the Landlords should not be deprived of their rights to assert setoffs or exercise recoupment, or be limited in their ability to enforce these rights. In addition, the Debtors must assume all obligations under their Leases, and the Plan may not cut off the Landlords rights to setoff existing security deposits in the event of future defaults under Leases assumed under the Plan. The Debtors fail to provide any authority for seeking to void Landlords’ ability to exercise their setoff and recoupment rights pursuant to applicable law, and Debtors should not be permitted to deprive Landlords of these rights. *See Carolco Television Inc. v. Nat’l Broadcasting Co. (In re De Laurentiis Entm’t Grp. Inc.)*, 963 F.2d 1269 (9th Cir. 1992), *cert denied* 506 U.S. 918 (1992) (setoff rights survive plan confirmation); *see also In re Luongo*, 259 F.3d 323, 333 (5th Cir. 2001); *Folger Adam Sec., Inc. v. DeMatteis/MacGregor, JV*, 209 F.3d 252, 257-61 (3d Cir. 2000) (recoupment defense survives free and clear sale of debtor’s assets). This is especially true where, as here, the Plan seems to preserve all of the Debtors’ rights to such setoff and recoupment.

H. The Injunction and Release Provisions of the Plan are Overbroad and Ambiguous.

33. The releases, waivers and injunction provisions of the Plan are overbroad and require revision. *See* Plan, Article X. The language is inconsistent with the Landlords’ rights and protections under their Leases and the Bankruptcy Code. As drafted, the provisions

not only improperly seek to deprive Landlords their rights to setoff and recoupment, but also do not adequately address the fact that various claims and rights under the Leases that arise prior to confirmation must survive confirmation of the Plan and the Effective Date for the continuing obligations that exist under the Leases. As set forth above, these include continuing post-assumption obligations, obligations for year-end adjustments and reconciliations that have accrued (or are accruing) prior to confirmation, which have not yet been billed under the Leases, as well as indemnify obligations under the Leases. The Debtors assume the Leases subject to their terms, and must assume all obligations owing under the Leases, including obligations that have accrued but may not yet have been billed under each Lease and indemnity obligations under the Leases. Nothing in any Plan or Confirmation Order should preclude the Landlords from pursuing the Debtors or Reorganized Debtors for any obligations accruing or arising under the Leases, including any indemnification obligation that Landlords have under the Leases, and the Plan and any order should specifically preserve all rights of the parties with respect to assumed Leases.

I. The Exit Financing Must Preserve and Protect the Rights of Landlords

34. The Plan provides for the approval of exit financing to assist in the Debtors' emergence from bankruptcy. The Exit Term Loan Facility documents have not yet been filed or otherwise made available. Landlords have no objection to exit financing in general, so long as it does not seek liens on Leases, or access to the Premises, in violation of the Leases or applicable state law. These rights were specifically limited during these cases in the orders approving the Debtors' financing, and there is no authority to expand those rights as part of the Debtors' exit financing. Moreover, because the Exit Term Loan Facility likely provides the lender with collateral as defined in a security agreement, which has not been filed, it is

impossible for Landlords to determine the scope of the rights granted vis-à-vis the Leases and the Premises in the financing package.

35. The Leases prohibit or limit the right to assign the Leases and any right to pledge an interest the Leases. Provisions that prohibit, limit, or otherwise restrict the ability to encumber leases are critical to Landlords' ability to (a) control their properties, (b) preserve clear title to their Leases, (c) comply with their own financing and investment requirements, and (d) effectively market their properties. Even where a lease may permit liens, such rights may be subordinate to Landlords' own financing. Provisions that prohibit or restrict the assignability of the Leases are enforceable under state law, and there is no authority for the Debtors or Reorganized Debtors to use the Bankruptcy Code, or the Plan confirmation process, to gain rights that are not otherwise available to them under state law or the Leases. Landlords therefore object and expressly reserve their rights to object to any proposed exit financing that seeks any lien on the Leases, or access to collateral in the Premises that is contrary to the terms of the Leases or applicable law.

III. RESERVATION OF RIGHTS

36. Landlords reserve their rights to raise further objections to the Plan or any amendments thereto up through and including at the Confirmation Hearing, and in response to any amended Plan filed by the Debtors.

IV. JOINDER IN OBJECTIONS

37. Landlords also join in any objection of other landlords, to the extent not inconsistent with this Objection.

V. CONCLUSION

Based on the foregoing, Landlords request that the Court not approve the Plan unless and until the Debtors amend the Plan consistent with this Objection, including the modifications requested herein, and grant such further relief as the Court deems proper.

Dated: November 7, 2018
Wilmington, Delaware

Respectfully submitted,

/s/ Leslie C. Heilman
Leslie C. Heilman (DE No. 4716)
Matthew G. Summers (DE No. 5533)
Laurel D. Roglen (DE No. 5759)
BALLARD SPAHR LLP
919 N. Market Street, 11th Floor
Wilmington, Delaware 19801
Telephone: (302) 252-4465
Facsimile: (302) 252-4466
E-mail: heilmanl@ballardspahr.com
summersm@ballardspahr.com
roglenl@ballardspahr.com

and

Dustin P. Branch, Esquire
BALLARD SPAHR LLP
2029 Century Park East, Suite 800
Los Angeles, California 90067-3012
Telephone: (424) 204-4354
Facsimile: (424) 204-4350
E-mail: branchd@ballardspahr.com

and

David L. Pollack, Esquire
BALLARD SPAHR LLP
51st Fl - Mellon Bank Center
1735 Market Street
Philadelphia, Pennsylvania 19103
Telephone: (215) 864-8325
Facsimile: (215) 864-9473
E-mail: pollack@ballardspahr.com

and

Craig Solomon Ganz, Esquire
Michael S. Myers, Esquire
BALLARD SPAHR LLP
1 East Washington Street, Suite 2300
Phoenix, Arizona 85004-2555
Telephone: (602) 798-5427
Facsimile: (602) 798-5595
E-mail: ganzc@ballardspahr.com
myersms@ballardspahr.com

Counsel to Landlords Listed on Schedule A

Of Counsel:

Robert D. Tepper, Esquire
SCHENK ANNES TEPPER CAMPBELL LTD.
311 South Wacker Drive, Suite 2500
Chicago, IL 60606-6674
Telephone: (312) 554-3116
Facsimile: (312) 554-3115
E-mail: rtepper@satchltd.com
*Counsel for Mid-America Asset Management,
Inc., as agent for GP Orland Park, LLC, TMT
Pointe Plaza, Inc., Bolingbrook North Holdings,
LLC, Rice Lake Square, LP, HART Willow Creek,
LLC, MCD Fulton Properties, LLC, Grandway
USRE II-D, LLC, CSD Addison EK, LLC and
Round Lake Commons, LLC Only*

and

Susie K. Seflin, Esquire
Brutzkus Gubner Rozansky Seror Weber LLP
21650 Oxnard St., Suite 500
Woodland Hills, CA 91367
Telephone: (818) 827-9210
Facsimile: (818) 827-9053
E-mail: sseflin@bg.law
*Counsel for KFT Enterprises No. 4 and HP WB
Village, LLC Only*

and

Kristina M. Stanger, Esquire
NYEMASTER GOODE P.C.
700 Walnut Street, Suite 1600
Des Moines, IA 50309
Telephone: (515) 283-8009
Facsimile: (515) 283-8045
E-mail: kmstanger@nyemaster.com
Counsel for 3550 W. Reno, LLC Only

SCHEDULE A

SCHEDULE A

100 EAST, LLC		
Store No.	Shopping Center/Street Address	City, State
119262	100 East Walton Street	Chicago, IL
1993 PULASKI HIGHWAY LLC		
Store No.	Shopping Center/Street Address	City, State
159019	1993 Pulaski Highway	Bear, DE
3550 W. RENO, LLC		
Store No.	Shopping Center/Street Address	City, State
041014	3550 W. Reno Avenue	Oklahoma City, OK
10289 ULMERTON, LLC		
Store No.	Shopping Center/Street Address	City, State
025053	10289 Ulmerton Road	City of Largo, FL
ACADIA REALTY LIMITED PARTNERSHIP		
Store No.	Shopping Center/Street Address	City, State
119216	2713 N. Clark Street	Chicago, IL
155003	Bartow Avenue S. Ctr. 2104 Bartow Avenue	Bronx, NY
Unknown	Bloomfield Town Square Shopping Ctr. 2125 South Telegraph Road	Bloomfield Hills, MI
501024	Elk Grove Commons 9660 Bruceville Road, Suite 100	Elk Grove, CA

153015	Elmwood Park Plaza 100 Broadway	Elmwood, NJ
155013	Gotham Plaza 169 E. 125 th Street	New York, NY
007025	Hiram Pavilion 5140 Jimmy Lee Smith Parkway, #112	Hiram, GA
018028	Lincoln Place S. Ctr. 5961 N. Illinois Street	Fairview Heights, IL
159020	Brandywine Market Square S. Ctr., 5617 Concord Pike	Wilmington, DE
Unknown	Santa Fe Plaza 3517 Zafarano Drive, Suite E	Sante Fe, NM
179085	Rhode Island Place 1600 Brentwood Rd. NE	Washington, D.C.
119247	Roosevelt Galleria 605 Roosevelt Road	Chicago, IL
172007	Route 6 Mall 650 Old Willow Avenue, Suite 8	Honesdale, PA
176037	Smithtown Village Commons Shopping Center 70 East Main Street	Smithtown, NY
013053	Wake Forest Crossing II Shopping Center 12616 Capital Blvd., #100	Wake Forest, NC
AF LIMITED PARTNERSHIP		
Store No.	Shopping Center/Street Address	City, State
152021	Jennifer Square Shopping Center, 165 Jennifer Road	Annapolis, MD

APOLLO/STONEMAR REALTY MANAGEMENT		
Store No.	Shopping Center/Street Address	City, State
103003	3583 28 th St., SE	Grand Rapids, MI
ARC RELATED ENTITIES		
Store No.	Shopping Center/Street Address	City, State
Unknown	319 Cox Creek Pkwy	Florence, AL
Unknown	345 South Magnolia Dr.	Tallahassee, FL
067003	1189 St. Augustine Rd.	Valdosta, GA
Unknown	2420 Whiskey Road	Aiken, SC
116002	2495 Tittabawassee Rd.	Saginaw, MI
103002	12389 James Street	Holland, MI
054043	Best on the Boulevard 3870 S. Maryland Pkwy	Las Vegas, NV
053044	Colonial Landing 3560 E. Colonial Drive	Orlando, FL
083009	Jefferson Commons 4915 Outer Loop, Suite 1G	Louisville, KY
058007	Knoxville North 4731 N. Broadway	Knoxville, TN
Unknown	McDonough Southwest 1477 West Hwy 20	McDonough, GA
032002	Meridian North 3230 East Valley River Street	Meridian, ID
Unknown	Parkside S. Ctr. 7700 John Davis Drive	Frankfort, KY

Unknown	Patton Creek 4340 Creekside Ave., Suite 100	Hoover, AL
024185	Rivergate South 12911 Walker Branch Drive	Charlotte, NC
	Southroads S. Ctr. 5211 E. 41 st Street	Tulsa, OK
053041	The Shops at Shelby Crossing 1764 US 27 North	Sebring, FL
Unknown	Tiffany Springs Marketcenter 8800-9130 Northwest Skyview Avenue	Kansas City, MO
ASHLEY PARK PROPERTY OWNER, LLC		
Store No.	Shopping Center/Street Address	City, State
007126	371 Newnan Crossing Bypass	Newnan, GA
BELLEAIR DEVELOPMENT GROUP		
Store No.	Shopping Center/Street Address	City, State
025036	2650 East Bay Drive	Largo, FL
025087	3000 4 th Street N.	St. Petersburg, FL
BB DOWNS, LLC		
Store No.	Shopping Center/Street Address	City, State
002560	17512 Donna Michele Dr.	Tampa, FL
BIT INVESTMENT TWENTY-SEVEN, LLC		
Store No.	Shopping Center/Street Address	City, State
176014	Riverhead Center, 1440 Old Country Rd.	Riverhead, NY

BRIXMOR PROPERTY GROUP, INC.		
Store No.	Shopping Center/Street Address	City, State
119067	Annex of Arlington	Arlington Heights, IL
Unknown	Barn Plaza	Doylestown, PA
Unknown	Berkshire Crossing	Pittsfield, MA
Unknown	Chamberlain Plaza	Meriden, CT
025054	Clearwater Mall 2613 Gulf to Bay Blvd., Ste 1610	Clearwater, FL
Unknown	Collegetown S. Ctr.	Glassboro, NJ
160010	Crossroads I, 29 Pavilions Drive	Manchester, CT
Unknown	Five Points	Corpus Christi, TX
Unknown	Fox Run Shopping Center	Prince Frederick, MD
024176	Franklin Square, 3078 East Franklin Blvd.	Gastonia, NC
Unknown	Gateway Plaza 165 Plaza Drive, Ste 701	Vallejo, CA
013178	Garner Town Center, 2670 Timber Drive	Garner, NC
Unknown	Hanover Square	Mechanicsville, VA
119210	High Point Centre 501 E. Roosevelt Rd.	Lombard, IL
038172	Hillcrest Market Place	Spartanburg, SC
119022	Ivyridge	Philadelphia, PA
Unknown	Nesconset Shopping Center	Port Jefferson Station, NY
Unknown	Old Bridge Gateway	Old Bridge, NJ

Unknown	Park Hills Plaza	Altoona, PA
Unknown	Rockland Plaza	Nanuet, NY
Unknown	Rutland Plaza	Rutland, VT
Unknown	Shoppes at Tarpon	Tarpon Springs, FL
Unknown	120 Slater Street	Manchester, CT
105028	Southland Shopping Center, 6829 Pearl Rd. #7	Middleburg Heights, OH
Unknown	South Plaza Shopping Center	California, MD
Unknown	Southport Centre I	Apple Valley, MN
034001	South Town Centre, 2278 Miamisburg Centreville Rd.	Dayton, OH
Unknown	Spradlin Farms Shopping Ctr.	Christiansburg, VA
007030	Stone Mountain Festival, 1825 Rockbridge Rd., #12A	Stone Mountain, GA
017008	Stratford Commons, 156 Stratford Commons Court #C	Winston-Salem, NC
119178	Stratford Square	Stratford, CT
021001	Speedway Supercenter 6414-A Crawfordsville Rd.	Speedway, IN
003016	Superior Marketplace 300 Center Dr. Ste J.	Superior, CO
Unknown	The Shoppes at Cinnaminson	Cinnaminson, NJ
Unknown	The Shoppes at Fox Run	Glastonbury, CT
078172	University Commons 3060 South Evans St.	Greenville, NC
076002	University Commons 343 S. College St., Ste. 9	Wilmington, NC
Unknown	Wadsworth Crossing	Wadsworth, OH

119234	Westridge Court	Naperville, IL
CENTERCAL PROPERTIES, LLC		
Store No.	Shopping Center/Street Address	City, State
Unknown	Nyberg Woods 7415 S.W. Nyberg St.	Tualatin, OR
CROSSPOINT REALTY SERVICES (TMS MCCARTHY LP)		
Store No.	Shopping Center/Street Address	City, State
502012	McCarthy Ranch Marketplace 187 Ranch Drive	Milipitas, CA
DAVIS-CREIGHTON, INC.		
Store No.	Shopping Center/Street Address	City, State
081005	7000 N. Davis Highway	Pensacola, FL
DEUTSCHE ASSET & WEALTH MANAGEMENT		
Store No.	Shopping Center/Street Address	City, State
119135	Deerbrook Mall 210 South Waukegan Road	Deerfield, IL
002049	Highlands Ranch 6100 Long Prairie Rd. Ste. 500	Flower Mound, TX
052041	London Square S. Ctr. 13520 SW 120 th Street	Miami, FL
024010	RiverGate Shopping Ctr. 14119 RiverGate Pkwy	Charlotte, NC
024053	StoneCrest at Piper Glen 7832 Rea Road	Charlotte, NC
Unknown	Westwinds of Boca 9982 Glades Road, #G3	Boca Raton, FL

119267	Wicker Park Commons 1281 N. Milwaukee Avenue	Chicago, IL
EB ARROW		
Store No.	Shopping Center/Street Address	City, State
006012	831 Industrial Blvd.	Smyrna, TX
001184	26526 I-45 North	Spring, TX
006018	112 East 12300	Draper, UT
EDENS		
Store No.	Shopping Center/Street Address	City, State
157001	Acton Plaza 301 Main Street	Acton, MA
152041	Arundel Village 7465 Arundel Mills Blvd.	Hanover, MD
165009	Bishop's Corner 8 Sims Road	West Hartford, CT
174016	Brookside 4531 Main Street	Bridgeport, CT
154021	Burlington Crossroads 34 Cambridge Street	Burlington, MA
179031	Haymarket Village Ctr. 6404 Trading Square	Haymarket, VA
052065	Lakeside Town Shops 5840 S. University Dr.	Davie, FL
002096	MacArthur Park 901 MacArthur Park Private Drive, Ste. 150	Irving, TX
158006	Sandhill Plaza 228 South Main Street	Newton, CT

EPIS INVESTMENTS, LLC		
Store No.	Shopping Center/Street Address.	City, State
053092	3460 S. US Hwy 27	Fruitland Park, FL
FEDERAL REALTY INVESTMENT TRUST		
Store No.	Shopping Center/Street Address	City, State
119065	Crossroads Shopping Center 171 Skokie Valley Rd.	Highland Park, IL
502016	East Bay Bridge 3999 San Pablo Avenue	Emeryville, CA
162034	Ellisburg Shopping Center 1584 North Kings Highway	Cherry Hill, NJ
179027	Falls Plaza, 1224 W. Broad Street	Falls Church, VA
119199	Finley Square S. Ctr. 1532 Butterfield Road	Downers Grove, IL
179004	Free State Shopping Center 15758 Annapolis Road	Bowie, MD
179028	Gaithersburg Square 568 North Frederick Avenue, Suite 568-B and 572	Gaithersburg, MD
157016	Linden Square 165 Linden Street, Suite 102	Wellesley, MA
162033	Mercer Mall 3371 US Highway 1, Unit 403	Lawrenceville, NJ
179054	Mt. Vernon, 7704 Richmond Highway Suite D	Alexandria, VA
179010	Pike 7, 8387 Leesburg Pike, Suite D	Vienna, VA

119248	Riverpoint, 2576 N. Clyburn Avenue	Chicago, IL
152058	Shoppes at Nottingham Square, 5282 Campbell Blvd.	White Marsh, MD
502073	Westgate Center, 1546 Saratoga Avenue, Suite P503	San Jose, CA
HEITMAN CAPITAL MGMT, LLC (c/o CSHV WOODLANDS, L.P.)		
Store No.	Shopping Center/Street Address	City, State
001022	Knollwood Mall 8458 State Highway 7	St. Louis Park, MN
001022	Pinecroft I S. Ctr. 1345 Lake Woodlands Drive	Spring, TX
001109	Pinecroft II S. Ctr. 1335 Lake Woodlands Drive	Spring, TX
001170	Pinecroft III S. Ctr. 1585 Lake Woodlands Drive	Spring, TX
HP WB VILLAGE, LLC		
Store No.	Shopping Center/Street Address	City, State
022010	929 Manhattan Blvd. Ste. D	Harvey, LA
HODGES TRAIL AT 620, LLC		
Store No.	Shopping Center/Street Address	City, State
004075	Hodges Trails Phase I	Austin, TX
HODGES TRAILS AT 620 PHASE II, LLC		
Store No.	Shopping Center/Street Address	City, State
004034	Hodges Trails Phase II	Austin, TX

HCP III EAGLE LLC		
Store No.	Shopping Center/Street Address	City, State
162035	Eagle Plaza 700 Haddonfield Berlin Road, #40-A	Voorhees, NJ
INGRAM NORTH LOOP SHOPPING CENTER, L.P.		
Store No.	Shopping Center/Street Address	City, State
005001	Ingram Festival	San Antonio, TX
JCC CALIFORNIA PROPERTIES, LLC		
Store No.	Shopping Center/Street Address	City, State
502049	Vintage Oaks at Novato 232 Vintage Way	Novato, CA
e-PLAN, LLC		
Store No.	Shopping Center/Street Address	City, State
166037	86 Parsonage Road	Edison, NJ
KFT ENTERPRISES NO. 4		
Store No.	Shopping Center/Street Address	City, State
Unknown	Central Avenue 9095 Central Avenue	Montclair, CA
MID AMERICA ASSET MANAGEMENT, INC.		
Store No.	Shopping Center/Street Address	City, State
119224	4800 211 th Street	Matteson, IL
119238	Orland Park Center 15833 S. La Grange Road	Orland Park, IL

119232	Pointe Plaza Shopping Center 5764 West Touhy Avenue	Niles, IL
119179	Promenade at Bolingbrook North, 726 E. Boughton Road	Bolingbrook, IL
119266	Rice Lake Square 3 Rice Lake Square	Wheaton, IL
119264	Willow Creek Shopping Center, 2221 Willow Road	Glenview, IL
119166	Elston Logan Plaza 2566 N. Elston Ave.	Chicago, IL
119246	Round Lake Commons 993 E. Rollins Road	Round Lake Beach, IL
119176	45 N. Kedzie Avenue	Chicago, IL
PENNWOOD A, LLC		
Store No.	Shopping Center/Street Address	City, State
002070	927 North Highway 67	Cedar Hill, TX
PGI MANAGEMENT		
Store No.	Shopping Center/Street Address	City, State
502036	Harden Ranch 1604 N. Main Street	Salinas, CA
502035	Sand Dollar S. Ctr. 844 and 848 Playa Ave.	Sand City, CA
PGIM REAL ESTATE		
Store No.	Shopping Center/Street Address	City, State
052135	1600 Commons 1522 N. Federal Hwy.	Ft. Lauderdale, FL
119168	Danada Square West Shopping Center, 22 Danada Square West	Wheaton, IL

002071	Sherman Commons I 3903 US Hwy 75 North, Suite 600	Sherman, TX
117036	Sherman Commons II 4001 US Hwy 75 North, Suite 500	Sherman, TX
080021	The Shoppes at Arbor Lakes 12459 Elm Creek Blvd., Suite D4-1	Maple Grove, MN
152011	Westminster 200 Clifton Blvd.	Westminster, MD
159002	White Marlin Mall 12941 Ocean Gateway	Ocean City, MD
179013	Woodmore Towne Centre at Glenarden	Prince George's County (Lanham), MD
PW LIMITED PARTNERSHIP		
Store No.	Shopping Center/Street Address	City, State
179071	Pickwick Square Shopping Center, 5700 Pickwick Road	Centreville, VA
RC LAKE WALES RETAIL, LLC		
Store No.	Shopping Center/Street Address	City, State
053088	2400 Ridge Way	Lake Wales, FL
REALTY INCOME		
Store No.	Shopping Center/Street Address	City, State
080015	335 Eden Prairie Ctr. Drive	Eden Prairie, MN
002416	2021 Matthews Twp. Pkwy	Matthews, NC
000518	5229 De Zavala Rd.	San Antonio, TX

025007	6218 N. Dale Mabry	Tampa, FL
052028	2239 Palm Beach Lakes Blvd.	West Palm Beach, FL
RETAIL PROPERTIES OF AMERICA		
Store No.	Shopping Center/Street Address	City, State
004073	Cedar Park Town Center, 4701 Highway 183A Toll Road, Suite A	Cedar Park, TX
060002	Central Texas Marketplace, 2448 W. Loop 340, Suite A31	Waco, TX
001177	Cypress Mill Plaza, 23036 Highway 290, Suite 200	Cypress, TX
002042	Denton Crossing East, 1400 S. Loop 288, Suite 120	Denton, TX
002114	Denton Crossing West, 1800 S. Loop 288, Suite 390	Denton, TX
001043	Galvez Shopping Center, 6202 Broadway Street, Suite I	Galveston, TX
152010	Gateway Village, 2643 Housley Rd.	Annapolis, MD
002041	Grapevine Crossing, 1505 W. State Hwy 114	Grapevine, TX
007060	Henry Town Center, 1832 Jonesboro Road	McDonough, GA
508006	Heritage Square, 730 NW Gilman Blvd. Suite C 110	Issaquah, WA
002035	Heritage Towne Crossing, 3001 Highway 121, Suite 200	Euless, TX
005017	Huebner Oaks, 11745 I-Hwy 10 West, Suite 790	San Antonio, TX

001044	Humblewood Shopping Ctr., 10012 W. FM 1960, Suite D	Humble, TX
061175	Jefferson Commons, 12551 Jefferson Avenue, Suite 187	Newport News, VA
002054	Lake Worth Towne Crossing, 6636 Lake Worth Blvd., Suite 100	Lake Worth, TX
005024	La Plaza Del Norte, 125 Northwest Loop 410, Suite 572	San Antonio, TX
157009	Lincoln Plaza, 541 Lincoln Street	Worcester, MA
002075	Parkway Towne Crossing, 11445 Dallas Tollway, Suite 280	Frisco, TX
002045	Pleasant Run Towne Crossing, 707 North Highway 67, Suite 140	Cedar Hill, TX
11705	Pleasant Run Towne 420 E. Pleasant Run Road, Suite 300	Cedar Hill, TX
002047	Southlake Corners, 200 N. Kimball, Unit 207	Southlake, TX
119185	The Brickyard, 2620 N. Narragansett B1-3	Chicago, IL
025083	Walter's Crossing, 1526 N. Dale Mabry Highway	Tampa, FL
002113	Watauga Pavilion, me you 7600 W. Denton Hwy., Suite 144	Wataugh, TX
SHOPONE – SO-CONYERS, LLC		
Store No.	Shopping Center/Street Address	City, State
007037	Conyers Crossing, 2203 GA- 20	Conyers, GA

SIMA MANAGEMENT CORPORATION		
Store No.	Shopping Center/Street Address	City, State
526024	Cascade Village S. Ctr. 63455 N Hwy 97	Bend, OR
SPIRIT REALTY		
Store No.	Shopping Center/Street Address	City, State
058004	727 Brenda Drive	Alcoa, TN
119149	7550 Broadview Village Square	Broadview, IL
033016	4732 Devine Street	Columbia, SC
STARWOOD RETAIL PARTNERS LLC		
Store No.	Shopping Center/Street Address	City, State
119028	Louis Joliet Shoppingtown 2903 Colorado Avenue	Joliet, IL
THE KRAUSZ COMPANIES, INC.		
Store No.	Shopping Center/Street Address	City, State
Unknown	2202 W. Beltline Hwy.	Madison Dane, WI
THE MACERICH COMPANY		
Store No.	Shopping Center/Street Address	City, State
002936	Superstition Springs Power Center 6231 E. Southern Ave.	Mesa, AZ

UBS		
Store No.	Shopping Center/Street Address	City, State
029163	Crossroads Towne Center	Chandler, AZ
001065	Deerbrook Marketplace	Humble, TX
029084	Happy Valley Town Center	Phoenix, AZ
003069	Orchard Town Center	Westminster, CO
117001	Village on the Parkway	Adison, TX
UNIVERSITY SHOPPING CENTER		
Store No.	Shopping Center/Street Address	City, State
052100	1204 S. Dixie Highway	Coral Gables, FL
VAN MF BARTOW, LLC		
Store No.	Shopping Center/Street Address	City, State
053102	475 East Van Fleet Drive	Bartow, FL
VENTUREPOINT PROPERTY		
Store No.	Shopping Center/Street Address	City, State
007123	Conyers II 1285 Hwy 138 SE	Conyers, GA
103005	Grand Rapids 3003 Alpine Ave NW	Grand Rapids, MI
081009	Gulf Breeze 262 Gulf Breeze	Parkway, FL
119155	Hoffman Estates (West) 2350 Sutton Rd. (4600 Hoffman Estates)	Hoffman Estates, IL

009035	Lenexa 11926 W. 95 th St. (95 th St. & Quiventrevera Rd.)	Lenexa, KS
119148	New Lenox Mokena 2405 E. Lincoln Hwy.	New Lenox, IL
104008	Okemos 2049 W. Grand River	Okemos, IL
IT'S VIA AND HARRY LLC		
Store No.	Shopping Center/Street Address	City, State
003068	4469 East Eisenhower Blvd.	Loveland, CO
WATT MANAGEMENT COMPANY		
Store No.	Shopping Center/Street Address	City, State
054040	North Mesa Plaza 1829 W. Craig Rd, Unit #1	Las Vegas, NV
WEITZMAN		
Store No.	Shopping Center/Street Address	City, State
002103	183 Beltline 2350 N. Beltline Rd., Ste. 130	Irving, TX
117002	Arbrook Oaks 3808 South Copper St.	Arlington, TX
004002	Capital Plaza, 5403 N. I-35	Austin, TX
001038	Crossing at 288 Phase I 10645 Broadway St., Ste. 109	Pearland, TX
117015	Grapevine Towne Center, 1219 West State Highway 114, Ste. 204	Grapevine, TX

CERTIFICATE OF SERVICE

I, Leslie C. Heilman, Esquire, hereby certify that on this 7th day of November, 2018, I caused a true and correct copy of the foregoing *Limited Objection of Landlords as More Fully Set Forth in the Attached Schedule A to the Joint Prepackaged Chapter 11 Plan of Reorganization for Mattress Firm, Inc. and Its Debtor Affiliates*, to be filed with the Court and served electronically via the Court's Electronic Court Filing System and on the addressees list on the attached service list in the manner indicated.

Dated: November 7, 2018
Wilmington, Delaware

/s/ Leslie C. Heilman
Leslie C. Heilman (DE No. 4716)
BALLARD SPAHR LLP

Debtors

Mattress Firm, Inc.
10201 S. Main Street
Houston, TX 77025
Attn: Kindel Elam
First-Class Mail

Counsel to the Debtors
Sidley Austin LLP
One South Dearborn Street
Chicago, IL 60603
Attn: Bojan Guzina, Esq.
Matthew E. Linder, Esq.
First-Class Mail

Counsel to the Debtors
Young Conaway Stargatt & Taylor, LLP
1000 North King Street
Wilmington, DE 19801
Attn: Edmon L. Morton, Esq.
Ashley E. Jacobs, Esq.
Hand Deliver

Office of the United States Trustee
844 King Street, Suite 2207
Wilmington, DE 19801
Attn: Linda Richenderfer, Esq.
Hand Deliver

Counsel to the DIP Agents and Prepetition
ABL Agent
Paul Hastings LLP
MetLife Building
200 Park Avenue
New York, NY 10166
Attn: Andrew V. Tenzer, Esq.
Michael E. Comerford, Esq.
First-Class Mail

Counsel to the DIP Agents and Prepetition
ABL Agent
Morgan, Lewis & Bockius LLP
One Federal Street
Boston, MA 02110-1726
Attn: Marc R. Leduc, Esq.
Attn: Mark D. Collins, Esq.
Jason M. Madron, Esq.
First-Class Mail

Counsel to the DIP Agents and Prepetition
ABL Agent
Richards, Layton & Finger, P.A.
One Rodney Square
920 North King Street
Wilmington, DE 19801
Hand Deliver

Counsel to the Prepetition Term Loan Lender
Linklaters LLP
601 13th Street, NW
#400
Washington, D.C. 2005
Attn: Amy Edgy, Esq.
First-Class Mail

Counsel to the Prepetition Term Loan Lender
Linklaters LLP
1345 6th Avenue
New York, NY 10105
Attn: Christopher Hunker, Esq.
First-Class Mail

Co-Counsel to the Exit Term Loan Financing
Backstop Group
Latham & Watkins LLP
885 Third Avenue
New York, NY 10022
Attn: Adam Goldberg, Esq.
First-Class Mail

Co-Counsel to the Exit Term Loan Financing
Backstop Group
Ashby & Geddes, P.A.
500 Delaware Avenue
8th Floor
Wilmington, DE 19801
Attn: William Bowden, Esq.
Hand Deliver