

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 30, 2018 at 4:00 p.m. (ET)

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

**DEBTORS' FIFTH 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

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.

(collectively, the “Closing Stores”), *nunc pro tunc* to 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 and following the Petition Date, the Debtors filed four omnibus motions to reject a total of 306 unexpired leases of nonresidential real property that correspond to certain of the Debtors' retail stores (collectively, the “Pending Rejection Motions”). See Docket Nos. 38, 39, 40 & 190. By this Motion, the Debtors, in their reasonable business judgment, are requesting authority to reject the Leases of 99 additional stores—*i.e.*, the Closing Stores—as of October 31, 2018 (together with the Pending Rejection

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.

Motions, collectively, the “Omnibus Lease Rejection Motions”), 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 \$1.2 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—*i.e.*, the Remaining Property—will be exceedingly difficult or expensive to remove or store. 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 & 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

³ The Debtors may also request authority to reject additional leases if their efforts to renegotiate the terms of such leases are unsuccessful. On October 10, 2018, the Debtors filed the *Debtors' Motion for Entry of an Order (I) Approving Procedures for Rejecting Unexpired Leases of Nonresidential Real Property, (II) Authorizing the Debtors to Enter into Amendments to Certain Unexpired Leases of Nonresidential Real Property, and (III) Granting Related Relief* [Docket No. 211] (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, if any, that the Debtors request authority to reject pursuant to the procedures set forth in the Rejection Procedures Motion.

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 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—establishing an unequivocal relinquishment—under the circumstances. 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.

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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 16, 2018
Wilmington, Delaware

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-and-

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Ashley E. Jacobs

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Edmon L. Morton (No. 3856)
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Telephone: (302) 571-6600
Facsimile: (302) 571-1253

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. __

**FIFTH 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

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 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 specified in the Notice of Effective Date to be filed by the Debtors with the Court, which will be available on the website of the Debtors' noticing and claims agent at <http://dm.epiq11.com/MattressFirm>. Proofs of claim and instructions for submission will be provided with the Notice of Effective Date and

are also available 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. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b) because the relief granted in this Order is necessary to avoid immediate and irreparable harm to the Debtors' estates.

10. 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.

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

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

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.	152005	2013 Massey Boulevard, LLC 11535 Hopewell Road ATTN: Mike Rhodes, Renal Representative Hagerstown, MD, 21741	Sleepy's, LLC	1730 Massey Blvd, Hagerstown, MD 21740
2.	061170	2040 Coliseum Drive LLC c/o Coliseum Crossing Associates LLC 41 Old Oyster Point Road, Suite A Newport News, VA, 23602	Sleepy's, LLC	2040 Coliseum Drive, Hampton, VA 23666
3.	025081	2119 Brandon, LLC 4107 W. Spruce Street, Suite 100 ATTN: Sr. V.P., Retail Development Tampa, FL, 33607	Mattress Firm, Inc.	2119 W Brandon Blvd. Stes A-C, Brandon, FL 33511
4.	013025	6800 Glenwood, LLC P.O. Box 37663 Raleigh, NC, 27627	Mattress Firm, Inc.	6800 Glenwood Ave, Raleigh, NC 27612
5.	526001	Amato Brothers Enterprises, Inc. c/o Elliott Associates, Inc. 901 NE Gilson Street Portland, OR, 97232	The Sleep Train, Inc.	838 SW 4th Avenue, Portland, OR 97204
6.	053010	Andie's, Inc. c/o Cohen Commercial Management LLC 712 US Highway One, Suite 205 North Palm Beach, FL, 33408	Mattress Firm, Inc.	1495 E Hwy 50, Clermont, FL 34711
7.	004014	Arbor Walk Mall, LLC c/o M.s. Management Associates, Inc. 225 West Washington Street Indianapolis, IN, 46204	Mattress Firm, Inc.	10515 N Mopac Expwy NB Ste 225 Austin, TX 78759
8.	058007	ARC MFKXVTN002 c/o American Realty Capital 405 Park Avenue ATTN: Jesse C. Galloway New York, NY 10014	Mattress Firm, Inc.	4731 North Broadway, Knoxville, TN 37918
9.	082001	ARC MFBSEID001, LLC c/o VEREIT, Inc. 2325 East Camelback Road, Suite 1100 Phoenix, AZ, 85016	Mattress Firm, Inc.	8600 West Franklin, Boise, ID 83709
10.	102002	ARC MFRKHSCOO1 LLC c/o VEREIT, Inc. 2325 East Camelback Road, Suite 1100 ATTN: Ruth Cavallucci Phoenix, AZ, 85016	Mattress Firm, Inc.	231 W. Day Rd, Mishawaka, IN 46545
11.	078001	ARC MFWSNNC001, LLC c/o VEREIT, Inc. 2325 East Camelback Road, Suite 1100 ATTN: Ruth Cavallucci Phoenix, AZ, 85016	Mattress Firm, Inc.	1702 Raleigh Road NW, Wilson, NC 27896

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
12.	105016	ARCP MF Fairview Park OH LLC 2325 East Camelback Road, Suite 1100 Phoenix, AZ, 85016	Mattress Firm, Inc.	21581 Center Ridge Rd, Rocky River, OH 44116
13.	004029	Bastrop Retail Partners, L.P. 100 E. Anderson Lane, Suite 200 Austin, TX, 78752	Mattress Firm, Inc.	717 Highway 71 W, Suite 100, Bastrop, TX 78602
14.	061006	Battlefield Marketplace Associates, LLC c/o Palms Associates 397 Little Neck Road, Bldg 3400, Suite 200 Virginia Beach, VA, 23452	Maggie's Enterprises, LLC	1402 N. Battlefield Blvd., Chesapeake, VA 23320
15.	101010	Bear Valley Partners & Western Signature Properties, Inc. 1915-A East Katella Avenue Orange, CA, 92867	The Sleep Train, Inc.	4402 N. Division Street, Spokane, WA 99207
16.	105006	Belden Park Delaware LLC c/o Stark Enterprises 1350 West 3rd Street Cleveland, OH, 44113	Mattress Firm, Inc.	4349 Everhard Rd, Ste. 1, Canton, OH 44718
17.	009019	BIG Creekwood Commons, LLC c/o RED Property Management, LLC 840 NW Blue Parkway, Suite B ATTN: Kathy Nietzke Lee's Summit, MO, 64086	Mattress Firm, Inc.	203 NE Englewood Rd, Kansas City, MO 64118
18.	009026	Blackbob Corner, LLC, c/o Block & Company, Inc. 605 West 47th Street, Suite 200 ATTN: Property Manager Kansas City, MO, 64112	Mattress Firm, Inc.	14910 W. 119th Street, Olathe, KS 66062
19.	074003	Broadway Crossings II, LLC c/o TKG Management, Inc. 211 North Stadium, Suite 201 ATTN: Property Management Columbia, MO, 65203	Mattress Firm, Inc.	2900 Trimble Suite 101, Columbia, MO 65201
20.	038030	Burgess Investments, LLC 40 Lockwood Avenue ATTN: Scott Burgess Greenville, SC, 29607	Mattress Firm, Inc.	1143 Woodruff Road Ste A, Greenville, SC 29607
21.	066018	Capview Income & Value Fund IV LP 5910 North Central Expressway, Suite 1625 Dallas, TX, 75206	Mattress Firm, Inc.	112 E. 12300 S, Draper, UT 84020
22.	007130	CAS POLLER, LLC 210 Sandy Springs Place NE Atlanta, GA, 30328	Mattress Firm, Inc.	144 Moreland Avenue, Ste. A, Atlanta, GA 30307
23.	103003	Centerpoint Owner LLC c/o Stonemar Realty Management 32 Union Square East, Suite 1100 New York, NY, 10003	Mattress Firm, Inc.	3583 28th Street SE Grand Rapids, MI 49512
24.	179060	Central Park Retail, LLC c/o Fredericksburg 35, LLC 8405 Greensboro Drive, 8th Floor McLean, VA, 22102-5121	Mattress Discounters Operations LLC	3546 Plank Road, Fredericksburg, VA 22407
25.	051024	Coconut Point Town Center, LLC 225 West Washington Street Indianapolis, IN, 46204	Mattress Firm, Inc.	8016 Mediterranean Drive, #B01-A, Estero, FL 33928

	STORE NUMBER	COUNTERPARTY-LANDLORD AND ADDRESS	DEBTOR	PROPERTY ADDRESS
26.	017027	Cole MF Danville, LLC c/o VEREIT, Inc. 2325 East Camelback Road, Suite 1100 Phoenix, AZ, 85016	Mattress Firm, Inc.	480 Mt. Cross Rd, Danville, VA 24540
27.	082003	Cole MF Garden City, LLC c/o VEREIT, Inc. 2325 East Camelback Road, Suite 1100 Phoenix, AZ, 85016	Mattress Firm, Inc.	6965 N. Glenwood St, Garden City, ID 83714
28.	082005	Cole MF Nampa ID, LLC c/o VEREIT, Inc. 2325 East Camelback Road, Suite 1100 Phoenix, AZ, 85016	Mattress Firm, Inc.	1610 Caldwell Blvd, Nampa, ID 83651
29.	179090	Columbia II Burnt Mills Shopping Center LLC c/o Regency Centers Corporation One Independent Drive, Suite 114 ATTN: Lease Administration Jacksonville, FL, 32202	Sleepy's, LLC	10727 Columbia Pike, Silver Spring, MD 20901
30.	105008	Columbia Land Development Co. 12343 Mulberry Circle ATTN: Jay L. Pierman Strongsville, OH, 44149	Mattress Firm, Inc.	4647 Great Northern Blvd, North Olmsted, OH 44070
31.	007123	Conyers, LLC 3334 E. Coast Hwy, Suite 520 Corona del Mar, CA, 92625	Mattress Firm, Inc.	1285 Hwy 138 SE, Conyers, GA 30013
32.	526037	CTC Beaverton, LLC c/o Capshine, LLC 24143 Hillview Road ATTN: Rasoul M. Oskouy Los Altos, CA, 94024	The Sleep Train, Inc.	11943 SW Canyon Rd, Beaverton, OR 97005
33.	025095	Curlew 19, LLC 2801 Leprechaun Lane ATTN: Hale Dimetry Palm Harbor, FL, 34683	Mattress Firm, Inc.	30323 US Hwy 19, Clearwater, FL 33761
34.	065005	Dash Family 2009 5467 Bahia Lane ATTN: David Rottenberg La Jolla, CA, 92037	Mattress Firm, Inc.	774 Beal Pkwy, Fort Walton Beach, FL 32457
35.	038021	DCTN3 368 Asheville NC, LLC c/o N3 Real Estate 1240 N. Kimball Avenue Southlake, TX, 76092	Mattress Firm, Inc.	209 Tunnel Rd, Asheville, NC 28805
36.	024184	DDR Belgate LP 3300 Enterprise Parkway Beachwood, OH, 44122	Sleepy's, LLC	7850 Tyner Street, Charlotte, NC 28262
37.	085010	DSM Realty 875 East Street Tewksbury, MA, 01876	Sleepy's, LLC	301 Mariner Way, Biddeford, ME 04005

	STORE NUMBER	COUNTERPARTY-LANDLORD AND ADDRESS	DEBTOR	PROPERTY ADDRESS
38.	077019	Eastgate Shopping Center, Inc. c/o JJ Gumberg Co. 1051 Brinton Road Pittsburgh, PA, 15221	Mattress Firm, Inc.	5132 Route 30, Greensburg, PA 15601
39.	053092	Epis Investments LLC 8901 Earhart Ave ATTN: Joanne Orenski Los Angeles, CA, 90045	Mattress Firm, Inc.	3460 S US Hwy 27, Fruitland Park, FL 34731
40.	105014	Fairlawn Station LLC c/o Phillips Edison & Company 11501 Northlake Drive Cincinnati, OH, 45249	Mattress Firm, Inc.	2671 W. Market St., Fairlawn, OH 44333
41.	018024	Fairview Heights LM Properties, LLC c/o Lenette Realty & Investment Company 1401 South Brentwood Boulevard, Suite 520 ATTN: Jerry Bynum St. Louis, MO, 63005	Mattress Firm, Inc.	6407 North Illinois Street, Fairview Heights, IL 62208
42.	104002	Frandonson Properties 300 Frandon Avenue, 2nd Floor ATTN: Patrick Corr Lansing, MI, 48912	Mattress Firm, Inc.	3415 E. Saginaw St., Lansing Township, MI 48912
43.	179077	FRG SC5 Beacon LLC c/o Bozzuto Management Co. 6870 Richmond Highway Alexandria, VA, 22306	Mattress Discounters Operations LLC	6870 Richmond Hwy, Alexandria, VA 22306
44.	163003	3150 Long Beach Rd, LLC c/o United Properties Corp. 1975 Hempstead Turnpike, 309 East Meadows, NY 11554	Sleepy's, LLC	3150 Long Beach Road, Oceanside, NY 11572
45.	034006	Giant Dayton LLC 1806 N. Franklin Street ATTN: Property Administrator Tampa, FL, 33602	Mattress Firm, Inc.	14 N. Springboro Pike, Miamisburg, OH 45342
46.	171013	Gold Crest LLC c/o Harding and Associates 5006 Monument Avenue Richmond, VA, 23230	Sleepy's, LLC	4513 Commonwealth Center Parkway, Midlothian, VA 23112
47.	013055	Grace Ridge Gateway Terrace Durham, LLC c/o Winning Link Properties Resources 1400 Eastchester Drive, Suite 104 High Point, NC, 27262	Mattress Firm, Inc.	3219 Watkins Rd, Ste 102 & 103, Durham, NC 27707
48.	103005	Grand Rapids One, LLC c/o VenturePoint 4685 MacArthur Court, Suite 375 Newport Beach, CA, 92660	Mattress Firm, Inc.	3303 Alpine Avenue NW, Grand Rapids, MI 49544
49.	508055	Greentree Plaza 06, LLC c/o ACF Property Management, Inc. 12411 Ventura Boulevard Studio City, CA, 91604	The Sleep Train, Inc.	305 South East Everett Mall Way, Everett, WA 98208

	STORE NUMBER	COUNTERPARTY-LANDLORD AND ADDRESS	DEBTOR	PROPERTY ADDRESS
50.	179110	Greenway Plaza LLC c/o Combined Properties, Inc. 1025 Thomas Jefferson St. NW, Suite 700 East Washington, DC, 20007	Sleepy's, LLC	7495 Greenbelt Road, Greenbelt, MD 20770
51.	058015	Hamilton Place VI, LLC 1550 Highway 126 ATTN: KD Moore Bristol, TN, 37620	Mattress Firm, Inc.	2041 Hamilton Place Drive, Johnson City, TN 37604
52.	173003	Highlands Stations LLC c/o The Phillips Edison Group LLC 11501 Northlake Drive ATTN: Robert F. Myers, COO Cincinnati, OH, 45249	Sleepy's, LLC	25 Robert Drive, South Easton, MA 02375
53.	066001	Intermountain Centre I, LLC 4571 Holladay Blvd. ATTN: Matthew P. Steiner, Manager Salt Lake City, UT, 84117	Mattress Firm, Inc.	2191 South 300 West Ste 1A-B, Salt Lake City, UT 84115
54.	119047	IRC Bradley Commons, L.L.C. c/o IRC Retail Centers, LLC 814 Commerce Drive, Suite 300 ATTN: President, Property Management Oak Brook, IL, 60523	Mattress Firm, Inc.	2062-2064 State Route 50, Bourbonnais, IL 60914
55.	024050	James and Norva Fagan c c/o McKee Realty Company, Inc. P.O. Box 34753 Charlotte, NC, 28234	Mattress Firm, Inc.	717 S. Kings Dr, Charlotte, NC 28204
56.	007088	JLV Reagan South, LLC c/o Retail Planning Corporation 515 Peachtree Parkway Suite 600 Marietta, GA, 30041	Mattress Firm, Inc.	515 Peachtree Parkway, Bldg 600 Suite 602, Cumming, GA 30041
57.	080020	Joplin Crossroad, LLC 2165 Louisa Drive ATTN: Owen C. Ewing Belleair Beach, FL, 33786	Mattress Firm, Inc.	4051 Division St., St. Cloud, MN 56301
58.	076177	Karibblue LLC 105 E. Victoria Court, Suite D Greenville, NC, 27858	Sleepy's, LLC	1907 S Glenburnie Road, New Bern, NC 28562
59.	013180	KIMCO Raleigh Limited Partnership c/o Kimco Realty Corporation 3333 New Hyde Park Road, Suite 100 New Hyde Park, NY, 11042-0020	Sleepy's, LLC	6120 Glenwood Avenue, Raleigh, NC 27612
60.	076170	KRG Oleander, LLC c/o Kite Realty Group, LP 30 South Meridian, Suite 1100 Indianapolis, IN, 46204	Sleepy's, LLC	3804 Oleander Drive Suite #102, Wilmington, NC 28403
61.	179081	Landmark HHH, LLC c/o HHH Properties Corp. 4001 Williamsburg Court Fairfax, VA, 22032	Mattress Discounters Operations LLC	6198 B Little River Tpke, Alexandria, VA 22312

	STORE NUMBER	COUNTERPARTY-LANDLORD AND ADDRESS	DEBTOR	PROPERTY ADDRESS
62.	013057	LDM Investments, LLC c/o Capital Associates Management, LLC 5400 Trinity Road, Suite 105 Raleigh, NC, 27607	Mattress Firm, Inc.	9662 Chapel Hill Road, Morrisville, NC 27560
63.	018028	Lincoln Place SC Owner LLC c/o Acadia Realty Trust 411 Theodore Fremd Avenue, Suite 300 ATTN: Property Management Rye, NY, 10580	Mattress Firm, Inc.	5961 N Illinois Street , Fairview Heights, IL 62208
64.	004042	Lost Pines Shopping Center Associates c/o Sequoia Land Investments 1C Gate Five Road Sausalito, CA, 94965	Mattress Firm, Inc.	494 Highway 71 West, Ste. 100, Bastrop, TX 78602
65.	042009	LSL Hammond, LLC 7290 Lemon Grass Drive ATTN: Manager Parkland, FL, 33076	Mattress Firm, Inc.	2807 West Thomas Street, Hammond, LA 70401
66.	171028	MCP West Broad Marketplace LLC c/o Rosenthal Properties, LLC 1945 Old Gallows Road, Suite 300 ATTN: Property Management Vienna, VA, 22182	Sleepy's, LLC	12220 W Broad Street, Richmond, VA 23233
67.	132006	Mullinax Properties, LLC 12016 N. Denver Drive ATTN: Ken Mullinax Spokane, WA, 99218	The Sleep Train, Inc.	301 W. Broadway, Moses Lake, WA 98837
68.	053045	Narcoossee Acquisitions, LLC 8236-8288 Lee Vista Blvd. Orlando, FL, 32829	Mattress Firm, Inc.	8236 Lee Vista Blvd Suites A1 thru A3, Orlando, FL 32829
69.	042001	National Retail Properties, Inc. 450 South Orange Avenue, Suite 900 ATTN: Vice President - Asset Management Orlando, FL, 32801	Mattress Firm, Inc.	8686 Florline Blvd, Baton Rouge, LA 70815
70.	085011	NECG Mallside BH LLC c/o NE Capital Group 1 Hillcrest Center Drive, Suite 310 Spring Valley, NY, 10997	Sleepy's, LLC	198 Maine Mall Road, South Portland, ME 04106
71.	024059	Orange Fields, LLC 504 Broadway Street Quantico, VA, 22134	Mattress Firm, Inc.	13129 S Tryon St, Ste. 120, Charlotte, NC 28278
72.	024039	Pacific National Group LLC c/o MPV Properties 2400 South Boulevard, Suite 300 Charlotte, NC, 28203	Mattress Firm, Inc.	1901 South Blvd, Charlotte, NC 28203
73.	013050	PHD @ Capital, LLC 3930 Max Place, ATTN: Lease Admin, Boynton Beach, FL 33436	Mattress Firm, Inc.	5501 Capital Blvd., Raleigh, NC 27616

	STORE NUMBER	COUNTERPARTY-LANDLORD AND ADDRESS	DEBTOR	PROPERTY ADDRESS
74.	076171	PHD @ College, LLC c/o MSP Enterprises, Inc. 3930 Max Place ATTN: Kimberly Hill, Comptroller Boynton Beach, FL, 33436	Sleepy's, LLC	311 S College Road Suite 120, Wilmington, NC 28403
75.	058014	Pinnacle North II LLC 601 State Street, 6th Floor Bristol, VA, 24201	Mattress Firm, Inc.	475 Pinnacle Parkway, Space 780, Bristol, TN 37620
76.	013043	PKB Company c/o Realtylink LLC (Smithfield, NC) 550 South Main Street, Suite 300 Greenville, SC, 29601	Mattress Firm, Inc.	1202 N. Brightleaf Blvd, Ste C, Smithfield, NC 27577
77.	061033	PSC Hilltop, LLC 15 Walker Ave, Suite 200 Baltimore, MD, 21208	Maggie's Enterprises, LLC	1657 Laskin Road, Virginia Beach, VA 23451
78.	080010	Ramco Gershenson Properties LP 31500 Northwestern Highway, Suite 300 Farmington Hills, MI, 48334	Mattress Firm, Inc.	9220 Hudson Road, Ste 706, Woodbury, MN 55125
79.	025089	Regency Centers, LP c/o Regency Centers Corporation One Independent Drive, Suite 114 ATTN: Lease Administration Jacksonville, FL, 32202-5019	Mattress Firm, Inc.	2470 W Brandon Blvd, Brandon, FL 33510
80.	173013	Reldart LLC c/o RD Management LLC 810 Seventh Ave, 10th Floor New York, NY, 10019	Sleepy's, LLC	39 Faunce Corner Road, North Dartmouth, MA 02747
81.	024049	Rowan Summit, LLC c/o The Hutton Company 736 Cherry Street Chattanooga, TN, 37402	Mattress Firm, Inc.	120 Rowan Summit Drive, Ste 100, Salisbury, NC 28146
82.	040020	RTG Furniture Corp. of Georgia 400 Perimeter Center Terrace, Suite 800 ATTN: Jeffrey H. Finkel & Peter Weitzner Atlanta, GA, 30346	Mattress Firm, Inc.	7558 River Avenue , North Charleston, SC 29406
83.	526017	Ruth I. Stanton, Trustee of the Ruth I. Stanton Revocable Living Trust, dated September 5, 1990 30300 NE Canter Lane Sherwood, OR, 97140	Sleep Country USA, LLC	10800 SE 82nd Ave, Happy Valley, OR 97086
84.	162039	RVT Wrangleboro Consumer Square LLC c/o DDR Corp. 3300 Enterprise Parkway ATTN: Executive Vice President - Leasing Beachwood, OH, 44122	Sleepy's, LLC	2300 Wrangleboro Road Suite 400, Mays Landing, NJ 08330
85.	061189	SAM Wards Corner, LLC c/o Suburban Capital, Inc. 3600 Pacific Avenue Virginia Beach, VA, 23451	Sleepy's, LLC	7550 Granby Street Suite 50, Norfolk, VA 23505
86.	033011	SCGIII - Sunset, LLC 3715 Northside Parkway Northcreek 200, Suite 650 Atlanta, GA, 30327	Mattress Firm, Inc.	5225-C Sunset Blvd, Lexington , SC 29072

	STORE NUMBER	COUNTERPARTY-LANDLORD AND ADDRESS	DEBTOR	PROPERTY ADDRESS
87.	024191	SCGVII-ST. ANDREWS, LLC c/o South Coast Management, LLC P.O. Box 724498 Atlanta, GA, 31139	Sleepy's, LLC	19930 W Catawba Ave, Cornelius, NC 28031
88.	504016	Shaw Blackstone Center, LLC 400 Oyster Point, Suite 123 So. San Francisco, CA, 94080	The Sleep Train, Inc.	50 E. Shaw Ave, Fresno, CA 93710
89.	061190	Southgate Shoppes, LLC c/o Michael D. Sifen, Inc. 2929 Sabre Street, Suite 500 Virginia Beach, VA, 23452	Sleepy's, LLC	1909 Landstown Centre Way Suite 140, Virginia Beach, VA 23456
90.	001194	SP6, LLC 2511 Encino Lane ATTN: Kathryn Farris Sugar Land, TX, 77478	Mattress Firm, Inc.	8735 Hwy 6, Missouri City, TX 77459
91.	171003	Staples Mill Square Associates, LLC c/o Marchetti Properties, LLC 1567 N. Parham Road Richmond, VA, 23229	Sleepy's, LLC	9057 Staples Mill Road, Richmond, VA 23228
92.	024061	Stirling Davie, LLC 305 Riverwood Parkway, SE, Suite 450 Atlanta GA, 30339	Mattress Firm, Inc.	9030 Albemarle Road, Unit C, Charlotte, NC 28227
93.	162042	Sucole, LLC c/o KIN Properties, Inc. 185 NW Spanish River Boulevard, Suite 100 Boca Raton, FL, 33431	Sleepy's, LLC	5301 Route 42, Turnersville, NJ 08012
94.	077022	Summit Apartments Inc. 3000 Lilian Avenue Murrysville, PA, 15668	Mattress Firm, Inc.	3843 William Penn Highway, Monroeville, PA 15146
95.	001144	Texas Baybrook Square, LLC c/o Principal Real Estate Investors 8010 Grand Avenue ATTN: Central States Equity Team Des Moines, IA, 50392	Mattress Firm, Inc.	1331 W. Bay Area Blvd, Webster, TX 77598
96.	508012	TMB Retail, LLC c/o Kidder Matthews 1201 Pacific Avenue, #1400 ATTN: Bill Frame Tacoma, WA, 98402	The Sleep Train, Inc.	6001 Tacoma Mall Blvd., Tacoma, WA 98409
97.	066019	University Crossing Shopping Center, LLC 5670 Wilshire Blvd., Suite 1250 ATTN: Steven Usdan Los Angeles, CA, 90036	Mattress Firm, Inc.	376 East 1300 South, Orem, UT 84097
98.	119160	Windmill Place Station, LLC c/o Phillips Edison & Company 11501 Northlake Drive Cincinnati, OH, 45249	Mattress Firm, Inc.	2014 W Wilson St, Batavia, IL 60510
99.	159002	WM Associates Limited Partnership c/o Greenberg Gibbons 10096 Red Run Boulevard, Suite 100 ATTN: Brian J. Gibbons Owings Mills, MD, 21117	Sleepy's, LLC	12641 Ocean Gateway, Ocean City, MD 21842