

**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)

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

Objection Deadline: November 2, 2018 at 4:00 p.m. (ET)

**DEBTORS' SIXTH 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**

**LEASE COUNTERPARTIES 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

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.

Schedule 1 to **Exhibit A** attached hereto (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 five omnibus motions to reject a total of 405 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 & 276. By this Motion, the Debtors, in their reasonable business judgment, are requesting authority

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.

to reject the Leases of 100 additional stores—*i.e.*, the Closing Stores—as of October 31, 2018, which is the date by which the Debtors will have ceased operations at the Closing Stores, vacated and surrendered possession of the Closing Stores, and delivered the keys to the Closing Stores to the respective landlords or lessors (such date, with respect to each Closing Store, the “Rejection Date”). Concurrently herewith, the Debtors have filed the *Debtors’ Seventh Omnibus Motion for Entry of an Order (I) Authorizing the Debtors to (A) Reject Certain Unexpired Leases of Nonresidential Real Property Nunc Pro Tunc to October 31, 2018 and (B) Abandon Personal Property in Connection Therewith and (II) Granting Related Relief* (together with this Motion and the Pending Rejection Motions, collectively, the “Omnibus Lease Rejection Motions”).

8. The Leases provide no net benefit to the Debtors’ estates. By rejecting the Leases, the Debtors will save approximately \$1.3 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

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.

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 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 lease counterparties 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 or lessors 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 Lease counterparties; (ii) the U.S. Trustee; (iii) the holders of the thirty (30) largest unsecured claims against the Debtors on a consolidated basis; (iv) counsel to the DIP Agents; (v) counsel to the Prepetition ABL Agent; (vi) counsel to the Prepetition Term Loan Lender; (vii) counsel to the exit term loan financing backstop group; (viii) the United States Attorney's Office for the District of Delaware; (ix) the Internal Revenue Service; (x) the United States Department of Justice; and (xi) any party that has requested notice pursuant to Bankruptcy Rule 2002. Although Bankruptcy Rule 6007 requires the Debtors to serve a motion to abandon property on, among other parties, all of the Debtors' creditors, Local Rule 2002-1(b) abrogates that rule. Accordingly, the Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

[Remainder of Page Intentionally Left Blank]

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

Dated: October 19, 2018
Wilmington, Delaware

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-and-

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Ashley E. Jacobs

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PROPOSED ATTORNEYS FOR THE DEBTORS
AND DEBTORS IN POSSESSION

Exhibit A

Proposed Order

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

In re:

MATTRESS FIRM, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 18-12241 (CSS)

(Jointly Administered)

Ref. Docket No. __

**SIXTH 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 (as defined below), 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

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.

objections, if any, to the 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, pursuant to sections 105(a) and 365(a) of the Bankruptcy Code and Bankruptcy Rules 6006 and 6007, to reject the Leases set forth on the attached **Schedule 1**, effective with respect to each Lease as of the later of (a) October 31, 2018 and (b) the date on which the Debtors surrender possession of the Closing Store to the Lease counterparty by notifying the affected Lease counterparty in writing thereof and (i) turn over the store keys, key codes, or security codes, if any, to the Lease counterparty or (ii) notify the affected Lease counterparty in writing that the store keys, key codes, or security codes, if any, are not available and that the Lease counterparty may re-key the store (each such rejection effective date, the "Rejection Date").
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 counterparties 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 counterparties under the Leases.

5. If a Lease counterparty wishes to assert a claim arising from the rejection of the Lease, the Lease counterparty shall file with the Debtors' claims and noticing agent a proof of claim before the deadline specified in the Notice of Effective Date to be filed by the Debtors with the Court. The Notice of Effective Date will be made available on the website of the Debtors' claims and noticing agent at <http://dm.epiq11.com/MFLeaseRejection>. The proof of claim form and instructions for submission may also be obtained at <http://dm.epiq11.com/MFLeaseRejection>.

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. By entry of this Order, 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	LEASE COUNTERPARTY AND ADDRESS	DEBTOR	PROPERTY ADDRESS
1.	029011	1020 Chandler, LLC 3131 E. Camelback Road, Suite 310 ATTN: Tom Tait Phoenix, AZ, 85016	Mattress Firm, Inc.	1020 N. 54th St. Suite 200, Chandler, AZ 85226
2.	900400	1855 Park, LLC 2323 South Bascom Avenue, Suite 150, Campbell, CA 95008	The Sleep Train, Inc.	2205 Plaza Drive, Rocklin, CA 95765
3.	159019	1993 Pulaski Highway, LLC 113 Quintynnes Drive ATTN: Bruce Balick Wilmington, DE, 19807	Sleepy's, LLC	1993 Pulaski Highway, Bear, DE 19701
4.	002140	2015 Arlington Towne Centre LLLP c/o GBR Properties 3114 E 81st Street Tulsa, OK, 74137	Mattress Firm, Inc.	4100 South Cooper St., Arlington, TX 76015
5.	062020	4-D Properties 2870 N Swan Road, Suite 100 Tucson, AZ, 85712	Mattress Firm, Inc.	6252 E Speedway, Tucson, AZ 85712
6.	003066	5612 South Parker Road Associates ATTN: Art Lewis 101 Stonehurst Ct. Martinez, CA, 94553	Mattress Firm, Inc.	5612 S Parker Rd, Aurora, CO 80015
7.	087005	700 Win-Ashland, LLC 2600 Dauphin Street ATTN: John Vallas Mobile, AL 36606	Mattress Firm, Inc.	700 Winchester Ave. Ashland, KY 41101
8.	155003	Acadia Bartow Avenue, LLC c/o Acadia Realty Trust 411 Theodore Fremd Avenue, Suite 300 ATTN: Property Management Rye, NY, 10580	Sleepy's, LLC	2829 Edison Ave, Bronx, NY 10469
9.	020027	AKB West Chester LLC 8204 Squirrel Hollow Ridge ATTN: Avnish Bansal West Chester, OH, 45069	Mattress Firm, Inc.	7659 Tylersville Road, West Chester, OH 45069
10.	006017	ARC MFBLGKY001, LLC c/o AR Capital 7621 Little Avenue, Suite 200 Charlotte, NC, 28226	Mattress Firm, Inc.	1640 Campbell Lane, Bowling Green, KY 42104
11.	078002	ARC MFGVLNC001, LLC c/o VEREIT, Inc. 2325 East Camelback Road, Suite 1100 ATTN: Ruth Cavallucci Phoenix, AZ, 85016	Mattress Firm, Inc.	100 SE Greenville Boulevard, Ste A, Greenville, NC 27858

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	LEASE COUNTERPARTY AND ADDRESS	DEBTOR	PROPERTY ADDRESS
12.	013032	ARC MFRLHNC001, LLC c/o VEREIT, Inc. 2325 East Camelback Road, Suite 1100 ATTN: Ruth Cavallucci Phoenix, AZ, 85016	Mattress Firm, Inc.	913 Spring Forest Road, Raleigh, NC 27609
13.	078005	ARCP MF GOLDSBORO NC LLC c/o American Realty Capital 2325 East Camelback Road, Suite 1100 ATTN: Ruth Cavallucci Phoenix, AZ, 85016	Mattress Firm, Inc.	508 N. Berkeley Blvd, Goldsboro, NC 27534
14.	087003	ARCP MT Vienna WV, LLC c/o VEREIT, Inc. 2325 East Camelback Road, Suite 1100 Attn: Ruth Cavallucci Phoenix, AZ, 85016	Mattress Firm, Inc.	501 Grand Central Ave, Vienna, WV 26105
15.	029155	Barclay/Pleasant Valley, LLC c/o Barclay Group 2390 E. Camelback Road, Suite 200 Phoenix, AZ, 85016	Mattress Firm, Inc.	9811 W Happy Valley Rd, Peoria, AZ 85383
16.	181004	Barowsky Real Estate, Inc. ATTN: Ned Barowsky 98 Lower Westfield Road Holyoke, MA, 01040	Sleepy's, LLC	98 Lower Westfield Road 2nd Floor, Holyoke, MA 01040
17.	004016	BRE RC 1890 Ranch TX LP c/o ShopCore Properties, LP 307 Fellowship Road, Suite 116 ATTN: Office of the General Counsel Mt. Laurel, NJ, 08054	Mattress Firm, Inc.	1335 E Whitestone Blvd #J-300, Cedar Park, TX 78613
18.	013178	BRE Throne Garner Towne Square LLC c/o Brixmor Property Group 450 Lexington Avenue, 13th Floor New York, NY, 10170	Mattress Firm, Inc.	2670 Timber Drive, Garner, NC 27529
19.	160010	Brixmor Manchester I LLC c/o Brixmor Property Group 450 Lexington Avenue, 13th Floor ATTN: General Counsel New York, NY, 10170	Sleepy's, LLC	29 Pavilions Drive, Manchester, CT 06042
20.	078172	Brixmor Stockbridge Village c/o Brixmor Property Group 450 Lexington Avenue, 13th Floor ATTN: General Counsel New York, NY, 10170	Sleepy's, LLC	3060 South Evans Street, Greenville, NC 27834
21.	062004	Broadway Station LLC c/o Phillips Edison & Company 11501 Northlake Drive Cincinnati, OH, 45249	Mattress Firm, Inc.	7865 E. Broadway Blvd Ste. 165, Tucson, AZ 85710
22.	900401	Cabernet Sunsets, LLC 1400 Rocky Ridge Drive, Suite 280 Roseville, CA 95661	The Sleep Train, Inc.	2204 Plaza Dr. Rocklin, CA 95765
23.	020022	CBL & Associates Management, Inc. CBL Center, Suite 500 2030 Hamilton Place Boulevard Chattanooga, TN, 37421-6000	Mattress Firm, Inc.	4611 Eastgate Blvd, Cincinnati, OH 45245

	STORE NUMBER	LEASE COUNTERPARTY AND ADDRESS	DEBTOR	PROPERTY ADDRESS
24.	034001	Centro NP Holdings 10 SPE, LLC c/o Brixmor Property Group 450 Lexington Avenue, 13th Floor ATTN: Office of General Counsel New York, NY, 10017	Mattress Firm, Inc.	2278 Miamisburg Centreville Rd., Dayton, OH 45459
25.	001105	CH Realty VI/R Houston Wood-Ridge, LP c/o Weiss Realty Management LLC 730 N. Post Oak Road, Suite 350 Attn: Sid Weiss Houston, TX, 77024	Mattress Firm, Inc.	27700 Interstate 45 North , Conroe, TX 77385
26.	004043	CH Retail Fund I/Austin Mueller, LP 3819 Maple Avenue ATTN: Asset Manager Dallas, TX, 75219	Mattress Firm, Inc.	1200 Barbara Jordan Blvd, Bldg 3, Ste. 320, Austin, TX 78723
27.	007133	CH Retail/Atlanta Atwater LLC 3819 Maple Avenue ATTN: Asset Manager Dallas, TX, 75219	Mattress Firm, Inc.	2705 Old Milton Parkway, Ste #300, Alpharetta, GA 30009
28.	053022	Cole MF Melbourne FL. LLC c/o VEREIT, Inc. 2325 East Camelback Road, Suite 1100 ATTN: Ruth Cavallucci Phoenix, AZ, 85016	Mattress Firm, Inc.	4450 W. New Have Avenue, Melbourne , FL 32904
29.	052102	Colonial Palms Plaza 925 South Federal Hwy, Suite 700 Boca Raton, FL, 33432	Mattress Firm, Inc.	13623 S. Dixie Hwy #145, Palmetto Bay, FL 33176
30.	179108	Columbia Retail Dulles, LLC c/o Regency Centers Corporation One Independent Drive, Suite 114 ATTN: Lease Administration Jacksonville, FL, 32202-5019	Sleepy's, LLC	2445 Centerville Rd, Herndon, VA 20171
31.	061028	Columbus Square Associates 7606 Leafwood Drive Norfolk, VA, 23518	Mattress Firm, Inc.	4439 Virginia Beach Blvd. Virginia Beach, VA 23462-3100
32.	077006	Commerce Partnership 9505 c/o Commerce Group 1280 West Newport Center Drive ATTN: Martin O'Boyle Deerfield Beach, FL, 33442	Mattress Firm, Inc.	1680 Washington Rd Ste J, Pittsburgh, PA 15241
33.	087001	Cornerstone Properties - Huntington, LLC 641 Sixth Street Attn: Keith A. McGuire Huntington, WV, 25701	Mattress Firm, Inc.	15 Mall Road, Barboursville, WV 25504
34.	117003	CPT Arlington Heights 1, LP c/o Fairburne Properties 1 East Wacker Drive, Suite #2900 Chicago, IL, 60601	Mattress Firm, Inc.	4000 Five Points Blvd, Arlington, TX 76014
35.	025061	Curlew Lake LLC 2705 Via Murano, #128 ATTN: Justin Young Clearwater, FL, 33764	Mattress Firm, Inc.	31075 US Hwy 19 North Palm Harbor, FL 34684

	STORE NUMBER	LEASE COUNTERPARTY AND ADDRESS	DEBTOR	PROPERTY ADDRESS
36.	504011	Dan T. Chapman & Susan A. Chapman 4272 W. Alluvial Fresno, CA, 93722	The Sleep Train, Inc.	4230 W Shaw Ave, Fresno, CA 93722
37.	065010	DANIEL W PHIPPS 318 N. College Street Auburn, AL, 36830	Mattress Firm, Inc.	418 Mary Esther Cutoff Fort Walton Beach, FL 32569
38.	081005	Davis-Creighton, Corp. c/o DMD Properties, Inc. 2805 W. Horatio Street Tampa, FL, 33609	Mattress Firm, Inc.	7000 N. Davis Highway, Pensacola, FL 32504
39.	029142	DDR Arrowhead Crossing OP LLC c/o DDR Corp. 3300 Enterprise Parkway ATTN: EVP - Leasing Beachwood, OH, 44122	Mattress Firm, Inc.	7541 West Bell Road, Ste 103, Peoria, AZ 85382
40.	024174	DDR Carolina Pavilion LP c/o DDR Corp. 3300 Enterprise Parkway Beachwood, OH, 44122	Sleepy's, LLC	9535A South Blvd, Charlotte, NC 28273
41.	119192	DeKalb Associates, LLC c/o Arthur Goldner & Associates, Inc. 707 Skokie Boulevard, Suite 100 Northbrook, IL, 60062	Mattress Firm, Inc.	2350 Sycamore Road, Dekalb, IL 60115
42.	159013	Delmar Commons, LLC 101 Robino Ct, Suite 405 Newport, DE, 19804	Sleepy's, LLC	38661 Sussex Highway, Delmar, DE 19940
43.	179079	District Heights Shopping Center, LLC c/o Kimco Realty Corporation 3333 New Hyde Park Road, Suite 100 New Hyde Park, NY, 11042-0020	Mattress Discounters Operations LLC	5432 Silver Hill Road, District Heights, MD 20747
44.	060006	DNW, LLC c/o Commercial Property Resources P.O. Box 170730 Austin, TX, 78717	Mattress Firm, Inc.	3007 East Central Texas Expressway, #A, Killeen, TX 76543
45.	501028	Donahue Schriber Realty Group, L.P. 200 East Baker Street, Suite 100 ATTN: Asset Management Costa Mesa, CA, 92626	The Sleep Train, Inc.	3581 Truxel Rd., Suite 5, Sacramento, CA 95834
46.	526007	Donahue Schriber Realty Group, L.P. 200 East Baker Street, Suite 100 ATTN: Asset Management Costa Mesa, CA, 92626	The Sleep Train, Inc.	6075 Ulali Dr, Salem, OR 97303
47.	168033	Edgmont Lot B LP c/o National Realty Corporation 1001 Baltimore Pike Springfield, PA, 19064	Sleepy's, LLC	4885 West Chester, Newtown Square, PA 19073
48.	024056	Edward Fred Jacob c/o Providence Group Management 1616 Camden Road, Suite 550 ATTN: James McGee Charlotte, NC, 28203	Mattress Firm, Inc.	9304 Northlake West Drive Ste B, Charlotte, NC 28216

	STORE NUMBER	LEASE COUNTERPARTY AND ADDRESS	DEBTOR	PROPERTY ADDRESS
49.	119117	EIG Elgin LLC c/o Equity Investment Group 127 West Berry Street, Suite 300 Attn: Anthony M. Zirille Fort Wayne, IN, 46802	Mattress Firm, Inc.	394 Randall Road, South Elgin, IL 60177
50.	501024	Elk Grove Owner LP c/o Acadia Realty Trust 411 Theodore Fremd Avenue, Suite 130 ATTN: Legal Department Rye, NY, 10580	The Sleep Train, Inc.	9660 Bruceville Rd, Ste 100, Elk Grove, CA 95624
51.	900401	EPPS, LLC 2204 Plaza Dr. Suite 220 Rocklin, CA 95765	The Sleep Train, Inc.	2204 Plaza Dr. Suite 220 Rocklin, CA 95765
52.	179041	Fair Lakes Promenade Retail, LLC c/o Rappaport Management Company 8405 Greensboro Drive, 8th Floor McLean, VA, 22102-5121	Sleepy's, LLC	12219 Fair Lakes Promenade Drive Space 6, Fairfax, VA 22033
53.	900401	FCS International, Inc. 2204 Plaza Dr. Suite 210 Rocklin, CA 95765	The Sleep Train, Inc.	2204 Plaza Dr. Suite 220 Rocklin, CA 95765
54.	169014	Folksan Realty Associates 7 Penn Plaza ATTN: Jeffrey J. Feil New York, NY, 10001	Sleepy's, LLC	10532 Crossbay Blvd., Ozone Park, NY 11417
55.	166059	Forty Six Realty Associates LP 1680 Route 23 North, Suite 330 Wayne, NJ, 07470	Sleepy's, LLC	410 US Highway 46, Totowa, NJ 07512
56.	052092	Frontier Dania LLC c/o Frontier Development LLC 1801 S.W. 3rd Avenue, Suite 500 Miami, FL, 33129	Mattress Firm, Inc.	1780 Stirling Road, Dania Beach, FL 33004
57.	119201	Funai, LLC P.O. Box 778 ATTN: Carlo DiCarlo Twin Lake, WI, 53181	Mattress Firm, Inc.	962 S Randall Road Suite B, Saint Charles, IL 60174
58.	165007	George Emerson 93 Hubbard Street Glastonbury, CT, 06033	Sleepy's, LLC	2547 Berlin Turnpike, Newington, CT 06111
59.	179111	Germantown (E&A), LLC c/o Edens Limited Partnership 1221 Main Street, Suite 1000 Columbia, SC, 29201	Mattress Discounters Operations LLC	13052 Middlebrook Rd, Germantown, MD 20874
60.	119211	GMS Broadway, LLC c/o Semir Sirazi 1550 North Lake Shore Drive, Apt # 13A Chicago, IL, 60610	Mattress Firm, Inc.	3214 North Broadway, Chicago, IL 60657
61.	119238	GP Orland Park, LLC c/o Mid-America Asset Management, Inc. One Parkview Plaza, 9th Floor ATTN: Property Manager Oakbrook Terrace, IL, 60181	Mattress Firm, Inc.	15833 S. La Grange Road, Orland Park, IL 60462

	STORE NUMBER	LEASE COUNTERPARTY AND ADDRESS	DEBTOR	PROPERTY ADDRESS
62.	112005	Holmgren Way Investments II LLC 2391 Holmgren Way, Suite A Green Bay, WI, 54304	Mattress Firm, Inc.	2422 S. Oneida St., Ashwaubenon, WI 54304
63.	001158	Houston Uptown Crossing LP c/o The Weitzman Group 3102 Maple Avenue, Suite 350 Dallas, TX, 75201	Mattress Firm, Inc.	5409 South Rice Ave, Ste 130, Houston, TX 77081
64.	005047	Inland American San Antonio Stone Ridge, LLC c/o Inland American Retail Management, Building 44727 12340 Jones Road, Suite 290 ATTN: Norma Aleman Houston, TX, 77070	Mattress Firm, Inc.	21019 US HWY 281, Ste. 834, San Antonio, TX 78258
65.	119046	Inland Park Center Plaza, L.L.C. c/o IRC Retail Centers, LLC 814 Commerce Drive, Suite 300 ATTN: Property Manager Oak Brook, IL, 60523	Mattress Firm, Inc.	15970 S Harlem Avenue, Tinley Park, IL 60477
66.	119241	Inland Prairie Crossings, LLC c/o Inland Commercial Property Management, Inc. 814 Commerce Drive, Suite 300 ATTN: Prairie Crossings/Building #10376 Oak Brook, IL, 60523	Mattress Firm, Inc.	11043 West Lincoln Highway, Frankfort, IL 60423
67.	119143	Inland Skokie Fashion Square II, 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.	9410 A Skokie Blvd, Skokie, IL 60077
68.	001177	Inland Western Houston Sawyer Heights LP c/o RPAI Southwest Management LLC 2021 Spring Road, Suite 200 ATTN: Property Management Oak Brook, IL, 60523	Mattress Firm, Inc.	26036 US 290 Frontage Rd., Ste 200, Cypress, TX 77429
69.	061175	Inland Western Newport News Jefferson, LLC 2901 Butterfield Road Oak Brook, IL, 60523	Sleepy's, LLC	12551 Jefferson Ave, Newport News, VA 23602
70.	119122	J2M-IV LLC 3543 N. Pulaski ATTN: Property Manager Chicago, IL, 60641	Mattress Firm, Inc.	480 Rand Road, Lake Zurich, IL 60047
71.	172013	Joe Amato Ventures, LP P.O. Box 615 Wilkes Barre, PA, 18703	Sleepy's, LLC	25 Gateway Shopping Center South Wyoming Ave, Kingston, PA 18704
72.	150001	John Eric King 116 Wolf Road Albany, NY, 12205	Sleepy's, LLC	1694 Route 9, Clifton Park, NY 12065

	STORE NUMBER	LEASE COUNTERPARTY AND ADDRESS	DEBTOR	PROPERTY ADDRESS
73.	006021	Julfirm Partnership c/o Lawrence A. Shapin 11200 Easum Road Louisville, KY, 40299	Mattress Firm, Inc.	85 North Mt Juliet Rd, Mount Juliet, TN 37122
74.	004064	KIMCO Austin, LP c/o Kimco Realty Corporation 3333 New Hyde Park Road, Suite 100 New Hyde Park, NY, 11042	Mattress Firm, Inc.	7010 W Hwy 71, Austin, TX 78735
75.	501081	PL Roseville, LP c/o Kimco Realty Corporation 3333 New Hyde Park Road, Suite 100 New York, NY 11042	The Sleep Train, Inc.	6756 Stanford Ranch Road, #1, Roseville, CA 95678
76.	001200	KRG Portofino, LLC c/o Kite Realty Group, LP 30 South Meridian, Suite 1100 Indianapolis, IN, 46204	Mattress Firm, Inc.	19075 I-45 South, Shenandoah, TX 77385
77.	154003	Linear Retail Cambridge #1 LLC c/o Keypoint Partners, LLC One Burlington Woods Drive Burlington, MA, 01803	Sleepy's, LLC	229 Alewife Brook Parkway, Cambridge, MA 02138
78.	017029	Market 150, LLC 14 Hunt Lane Weston, CT, 06883	Mattress Firm, Inc.	1020 South Main Street, Ste B3, Kernersville, NC 27284
79.	170003	MB Lincoln Mall, L.L.C. c/o IA Management, L.L.C./Bldg. #44555 2809 Butterfield Road, Suite 200 ATTN: Vice President Oak Brook, IL, 60523	Sleepy's, LLC	622 George Washington Highway, Lincoln, RI 02865
80.	041017	Med Ex Properties 6020 Chestnut Court ATTN: Tim Scott Edmond, OK, 73025	Mattress Firm, Inc.	1913 Telephone Road, Moore, OK 73160
81.	024044	MFW Associates c/o Aston Properties 610 Morehead Street, Suite 100 Charlotte, NC, 28202	Mattress Firm, Inc.	821 E. Innes St, Salisbury, NC 28144
82.	087001	Mountaineer Mattress, LLC 2550 Mountaineer Blvd. Charleston, WV 25309	Mattress Firm, Inc.	15 Mall Road, Barboursville, WV 25504
83.	087002	Mountaineer Mattress, LLC 2550 Mountaineer Blvd. Charleston, WV 25309	Mattress Firm, Inc.	2550 Mountaineer Boulevard, Charleston, WV 25309
84.	087003	Mountaineer Mattress, LLC 2550 Mountaineer Blvd. Charleston, WV 25309	Mattress Firm, Inc.	501 Grand Central Ave, Vienna, WV 26105
85.	087005	Mountaineer Mattress, LLC 2550 Mountaineer Blvd. Charleston, WV 25309	Mattress Firm, Inc.	700 Winchester Avenue, Ashland, KY 41101
86.	002155	MQ Lakewood Two LLC 14801 Quorum Drive, Suite 160 ATTN: Susan Cooper Dallas, TX, 75254	Mattress Firm, Inc.	5864 N Tarrant Parkway, Fort Worth, TX 76137

	STORE NUMBER	LEASE COUNTERPARTY AND ADDRESS	DEBTOR	PROPERTY ADDRESS
87.	154013	MSCC Realty LLC c/o Keypoint Partners, LLC One Burlington Woods Drive Burlington, MA, 01803	Sleepy's, LLC	600 Broadway, Saugus, MA 01906
88.	119048	MSR-Carol Stream, LLC & Dolrob Huntington #2, LLC 8401 W. 185th Street ATTN: Tim Gutraj Tinley Park, IL, 60477	Mattress Firm, Inc.	326 W. Army Trail Road, Carol Stream, IL 60188
89.	083015	Mt. Tabor Associates, LLC c/o Rosenstein Development 343 Waller Ave, Suite 100 ATTN: Jeff England Lexington, KY, 40504	Mattress Firm, Inc.	2925 Richmond Rd, Lexington, KY 40509
90.	006011	Nashville West Shopping Center, LLC c/o The Parkes Companies 105 Reynolds Drive ATTN: Gary W. Parkes Franklin, TN, 37064-2926	Mattress Firm, Inc.	6800 Charlotte Pike, Ste 108 & 109, Nashville, TN 37209
91.	152056	Old Court Real Estate LLC 5126 Honey Locust Court ATTN: Raj Pingili Ellicott City, MD, 21042	Mattress Discounters Operations LLC	1514 Reisterstown Rd, Pikesville, MD 21208
92.	119239	Orland Company Trust 28833 Telegraph Road ATTN: Laurie Cirino Southfield, MI, 48034	Mattress Firm, Inc.	14700 South La Grange Road Suite B, Orland Park, IL 60462
93.	152029	Pas Corporation 401 Baltimore Pike Bel Air, MD, 21014	Sleepy's, LLC	401 Baltimore Pike, Bel Air, MD 21014
94.	061040	PHD @ Eden Way, LLC c/o MSP Enterprises, Inc. 3930 Max Place Boynton Beach, FL, 33436	Mattress Firm, Inc.	809 N. Eden Way, Suite 100, Chesapeake, VA 23320
95.	168040	PRDB Springfield Limited Partnership c/o Continental Developers LLC 1604 Walnut Street, 4th Floor Philadelphia, PA, 19103	Sleepy's, LLC	857 Baltimore Pike, Springfield, PA 19064
96.	119037	Principal Life Insurance Company 2215 York Road, Suite 503 Oak Brook, IL, 60523	Mattress Firm, Inc.	6541 Grand Avenue, Gurnee, IL 60031
97.	119179	Promenade at Bolingbrook North Holdings, LLC c/o Mid-America Asset Management, Inc. One Parkview Plaza, 9th Floor ATTN: Jean Zoerner Oak Brook, IL, 60523	Mattress Firm, Inc.	726 E. Boughton Road, Bolingbrook, IL 60440
98.	151013	Quaker MZL LLC c/o Katz Properties LLC 254 West 31st Street, 4th Floor New York, NY, 10001	Sleepy's, LLC	670 North West End Blvd, Quakertown, PA 18951

	STORE NUMBER	LEASE COUNTERPARTY AND ADDRESS	DEBTOR	PROPERTY ADDRESS
99.	013036	Raleigh Wake Forest LLC c/o ARC Property Trust, Inc. 1401 Broad Street Clinton, NJ, 07013	Mattress Firm, Inc.	2913 Wake Forest Rd, Raleigh, NC 27609
100.	062034	Rancho Center, LLC 4400 E. Broadway Blvd., Suite 805 Tucson, AZ, 85712	Mattress Firm, Inc.	3352 E Speedway, Tucson, AZ 85716