

**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 Nos. 22, 23, 863, 864, 865, 866, 871,
904, 915 & 909

**NOTICE OF (I) THE OCCURRENCE OF THE EFFECTIVE DATE
OF THE MODIFIED JOINT PREPACKAGED CHAPTER 11 PLAN
OF REORGANIZATION FOR MATTRESS FIRM, INC. AND ITS
DEBTOR AFFILIATES, (II) THE REJECTION DAMAGES CLAIMS
BAR DATE, AND (III) RELEASES AND OPT-OUT ELECTION FORM**

PLEASE TAKE NOTICE that, on November 16, 2018, the United States Bankruptcy Court for the District of Delaware (the “Court”) entered an order [Docket No. 909] (the “Confirmation Order”) confirming the *Modified Joint Prepackaged Chapter 11 Plan of Reorganization for Mattress Firm, Inc. and Its Debtor Affiliates* [Docket No. 22] (as modified by Docket Nos. 866 & 904, the “Modified Plan”).² The Debtors previously served notice of entry of the Confirmation Order [Docket No. 915].

PLEASE TAKE FURTHER NOTICE that the Effective Date of the Modified Plan occurred on November 21, 2018.

PLEASE TAKE FURTHER NOTICE that, on the Effective Date, all Executory Contracts or Unexpired Leases, including the Plan Support Agreement, were assumed by the applicable Reorganized Debtor in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, unless any such Unexpired Lease: (a) had previously been rejected by a Final Order of the Court; (b) had previously been rejected by an order of the Court entered on or prior to the Confirmation Date, which order shall become a Final Order after the Confirmation Date; (c) was the subject of a Rejection Motion or Lease Rejection Notice pending as of the Confirmation Date and was subsequently rejected by a Final Order of the Court that was entered after the Confirmation Date; or (d) is identified on the Schedule of Post-Effective Date Negotiated Leases as an Unexpired Lease as to which the counterparty has

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 Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Modified Plan.

consented in writing to the Debtors' deferral of their decision to assume or reject for the pendency of the Post-Effective Date Lease Negotiation Period; provided, however, that the Debtors or the Reorganized Debtors, as applicable, may assume any Unexpired Lease identified on the Schedule of Post-Effective Date Negotiated Leases at any time before termination of the Post-Effective Date Lease Negotiation Period on such terms as may be agreed with the relevant counterparty thereto.

PLEASE TAKE FURTHER NOTICE that, if the rejection of an Unexpired Lease pursuant to the Modified Plan results in a Rejection Damages Claim, then such Claim shall be forever barred and shall not be enforceable against the Debtors or the Reorganized Debtors or their properties, or any of their interests in properties as agent, successor or assign, without the need for any objection by the Reorganized Debtors, or further notice to, or action, order, or approval of the Court or any other Entity, and any such Rejection Damages Claim shall be deemed fully satisfied, released, and discharged, notwithstanding a Proof of Claim to the contrary, unless a Proof of Claim is filed with Epiq Corporate Restructuring, LLC, the Debtors' Claims and Noticing Agent, in accordance with the instructions set forth in the following paragraph, no later than **5:00 p.m. (prevailing Eastern Time) on December 26, 2018 (the "Rejection Damages Bar Date")**; provided, however, that, solely in respect of Unexpired Leases included on the Schedule of Post-Effective Date Negotiated Leases that are rejected by an order of the Bankruptcy Court after the Effective Date, the Rejection Damages Bar Date shall be the latest to occur of (i) 5:00 p.m. (prevailing Eastern Time) on the date that is thirty (30) days after entry of the order approving the rejection of such Unexpired Lease and (ii) 5:00 p.m. (prevailing Eastern Time) on the date that is thirty (30) days after the effective date of the rejection of such Unexpired Lease.

PLEASE TAKE FURTHER NOTICE that a Proof of Claim form may be obtained at <http://deb.uscourts.gov/content/forms>, any bankruptcy clerk's office, or on the website of the Claims and Noticing Agent at <http://dm.epiq11.com/MattressFirm>. Completed Proofs of Claim may be submitted: (a) by first-class mail to Mattress Firm, Inc., Claims Processing Center, c/o Epiq Corporate Restructuring, LLC, P.O. Box 4419, Beaverton, OR 97076-4419; (b) by overnight mail or hand delivery to Mattress Firm, Inc., Claims Processing Center, c/o Epiq Corporate Restructuring, LLC, 10300 SW Allen Boulevard, Beaverton, OR 97005; or (c) electronically through the electronic filing system available at <http://dm.epiq11.com/MattressFirm>.

PLEASE TAKE FURTHER NOTICE that Article X.D.2 of the Modified Plan provides as follows:

Except as expressly provided in this Plan or the Confirmation Order (including to the extent any Claims are Reinstated under this Plan or otherwise survive the Effective Date, including, without limitation, pursuant to Article VII.A), as of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, including, without limitation, the service of the Released Parties to facilitate the reorganization of the Debtors, as an integral component of this

Plan, each Releasing Party shall, and shall be deemed to, expressly, conclusively, absolutely, unconditionally, irrevocably, and forever release, waive, void, extinguish, and discharge each Debtor, Reorganized Debtor, and other Released Party from any and all Claims, Interests, obligations, rights, demands, suits, judgments, Causes of Action, damages, debts, remedies, losses and liabilities of any nature whatsoever, including any derivative Claims or Causes of Action asserted or that may be asserted on behalf of the Debtors, the Reorganized Debtors, or their Estates, that such Releasing Party would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, contract, tort or otherwise, based on or relating to, or in any manner arising from, in whole or in part, any act, omission, transaction, event, or other circumstance taking place or existing on or before the Effective Date (including before the Petition Date) in connection with or related to the Debtors, the Reorganized Debtors, their respective assets and properties, and the Estates, the Chapter 11 Cases, the Plan Support Agreement, the DIP Credit Facilities, the Intra-Group Loan Guarantees, the Prepetition Debt Documents, this Plan, the Disclosure Statement, the Exit Facilities, and any related agreements, instruments, and other documents created or entered into before or during the Chapter 11 Cases the pursuit of Confirmation, the administration and implementation of this Plan, including the distribution of property under this Plan, or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing; provided, however, that, with respect to any Rejection Damages Claim, the releases set forth in this Article X.D.2 shall be effective, and the Debtors, the Reorganized Debtors, and the other Released Parties shall, and shall be deemed to be, released and discharged from such Rejection Damages Claim only when the Rejection Damages Claim is Allowed and paid in full in Cash in an amount equal to the Allowed amount of such Rejection Damages Claim or Disallowed, as applicable. Notwithstanding the foregoing, (a) the releases set forth in this Article X.D.2 shall not constitute a release of any claims held by the Intra-Group Lenders other than with respect to the Intra-Group Loan Guarantees and (b) the releases set forth in this Article X.D.2 (i) shall not be construed as releasing any

Released Party from Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud, willful misconduct, or gross negligence and (ii) shall not be granted or be deemed to have been granted by any Entity who returns the Opt-Out Election Form, within thirty (30) days after entry of the Effective Date, to the address specified on the Opt-Out Election Form, specifying that such Entity elects not to grant the releases contained in this Article X.D.2.

PLEASE TAKE FURTHER NOTICE that **Article X.D.2 of the Modified Plan shall not apply to any Holder of a Claim or Interest that returns an Opt-Out Election Form, attached hereto as Exhibit A, on or before December 26, 2018** to the address indicated thereon, indicating that such Holder elects not to grant the releases contained in Article X.D.2 of the Modified Plan.

PLEASE TAKE FURTHER NOTICE that in accordance with the Confirmation Order and Article II.A.2 of the Modified Plan, all Professionals or other Entities requesting compensation or reimbursement of expenses pursuant to sections 328, 330, 331, 503(b) and/or section 1103 of the Bankruptcy Code for services rendered before the Effective Date (including, without limitation, any compensation requested by any Professional or any other entity for making a substantial contribution in the Chapter 11 Cases) shall file and serve final requests for allowance and payment of Professional Fee Claims **no later than January 7, 2019**. Objections to any Professional Fee Claim must be filed and served on the Reorganized Debtors and the applicable Professional within thirty (30) days after the filing of the final fee application with respect to the Professional Fee Claim. Any such objections that are not consensually resolved may be set for hearing on twenty-one (21) days' notice by the Professional asserting such Professional Fee Claim.

PLEASE TAKE FURTHER NOTICE that, as of the Effective Date and subject to the terms of the Confirmation Order, all provisions of the Modified Plan, including all agreements, instruments and other documents filed in connection with the Modified Plan and executed by the Debtors or the Reorganized Debtors in connection with the Modified Plan, are binding on the Debtors, the Reorganized Debtors, all Holders of Claims against or Interest in the Debtors and such Holder's respective successors and assigns, and all other parties that are affected in any manner by the Modified Plan.

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Dated: November 21, 2018
Wilmington, Delaware

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-and-

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ATTORNEYS FOR THE REORGANIZED DEBTORS

Exhibit A

Opt-Out Election Form

**OPT-OUT ELECTION FORM
ARTICLE X.D.2 – RELEASES BY HOLDERS OF CLAIMS¹**

MATTRESS FIRM, INC., et al.

**United States Bankruptcy Court for the District of Delaware
Chapter 11 Case No. 18-12241 (CSS)**

- I elect not to grant the releases contained in Article X.D.2 of the *Modified Joint Prepackaged Chapter 11 Plan of Reorganization for Mattress Firm, Inc. and its Debtor Affiliates* dated November 16, 2018.
- I elect to grant the releases contained in Article X.D.2 of the *Modified Joint Prepackaged Chapter 11 Plan of Reorganization for Mattress Firm, Inc. and its Debtor Affiliates* dated November 16, 2018 (no reply necessary).²

Signature	Date
Name	
Address	

If you elect to opt out of the release provisions of Article X.D.2 of the *Modified Joint Prepackaged Chapter 11 Plan of Reorganization for Mattress Firm, Inc. and its Debtor Affiliates*, please complete this form and **return it so as to actually be received by December 26, 2018** at one of the following addresses:

tabulation@epiqglobal.com
with a reference to “Mattress Firm” in the subject line

-or-

Mattress Firm Opt-Out Form Processing
c/o Epiq Corporate Restructuring, LLC
P.O. Box 4422
Beaverton, OR 97076-4422

¹ Please see the reverse of this election form for the full text of the provision.

² This is the default option. If you elect not to return this form or you return the form without making any election, you will be deemed to grant the releases contained in Article X.D.2 of the *Modified Joint Prepackaged Chapter 11 Plan of Reorganization for Mattress Firm, Inc. and its Debtor Affiliates*.

MATTRESS FIRM, INC., et al.

In the United States Bankruptcy Court for the District of Delaware, Case No. 18-12241 (CSS)

**MODIFIED JOINT PREPACKAGED CHAPTER 11 PLAN OF REORGANIZATION
FOR MATTRESS FIRM, INC. AND ITS DEBTOR AFFILIATES**

Article X.D.2 – Releases by Certain Holders of Claims

Except as expressly provided in this Plan or the Confirmation Order (including to the extent any Claims are Reinstated under this Plan or otherwise survive the Effective Date, including, without limitation, pursuant to Article VII.A), as of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, including, without limitation, the service of the Released Parties to facilitate the reorganization of the Debtors, as an integral component of this Plan, each Releasing Party shall, and shall be deemed to, expressly, conclusively, absolutely, unconditionally, irrevocably, and forever release, waive, void, extinguish, and discharge each Debtor, Reorganized Debtor, and other Released Party from any and all Claims, Interests, obligations, rights, demands, suits, judgments, Causes of Action, damages, debts, remedies, losses and liabilities of any nature whatsoever, including any derivative Claims or Causes of Action asserted or that may be asserted on behalf of the Debtors, the Reorganized Debtors, or their Estates, that such Releasing Party would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, contract, tort or otherwise, based on or relating to, or in any manner arising from, in whole or in part, any act, omission, transaction, event, or other circumstance taking place or existing on or before the Effective Date (including before the Petition Date) in connection with or related to the Debtors, the Reorganized Debtors, their respective assets and properties, and the Estates, the Chapter 11 Cases, the Plan Support Agreement, the DIP Credit Facilities, the Intra-Group Loan Guarantees, the Prepetition Debt Documents, this Plan, the Disclosure Statement, the Exit Facilities, and any related agreements, instruments, and other documents created or entered into before or during the Chapter 11 Cases the pursuit of Confirmation, the administration and implementation of this Plan, including the distribution of property under this Plan, or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing; provided, however, that, with respect to any Rejection Damages Claim, the releases set forth in this Article X.D.2 shall be effective, and the Debtors, the Reorganized Debtors, and the other Released Parties shall, and shall be deemed to be, released and discharged from such Rejection Damages Claim only when the Rejection Damages Claim is Allowed and paid in full in Cash in an amount equal to the Allowed amount of such Rejection Damages Claim or Disallowed, as applicable. Notwithstanding the foregoing, (a) the releases set forth in this Article X.D.2 shall not constitute a release of any claims held by the Intra-Group Lenders other than with respect to the Intra-Group Loan Guarantees and (b) the releases set forth in this Article X.D.2 (i) shall not be construed as releasing any Released Party from Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud, willful misconduct, or gross negligence and (ii) shall not be granted or be deemed to have been granted by any Entity who returns the Opt-Out Election Form, within thirty (30) days after entry of the Effective Date, to the address specified on the Opt-Out Election Form, specifying that such Entity elects not to grant the releases contained in this Article X.D.2.