

United States Bankruptcy Court for the Southern District of Texas	
Name of Debtor: SSB Retail, LLC Case Number: 23-90030	For Court Use Only Claim Number: 0000020340 File Date: 03/16/2023 15:28:55

Proof of Claim (Official Form 410)

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. With the exception of 503(b)(9), do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

04/22

Part 1: Identify the Claim	
1. Who is the current creditor? Name of the current creditor (the person or entity to be paid for this claim): UBS AG, Stamford Branch Other names the creditor used with the debtor: UBS	
2. Has this claim been acquired from someone else? ☒ No ☐ Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	
Where should notices to the creditor be sent? Name UBS AG, Stamford Branch Address Attention: Agency Group 600 Washington Blvd. City Stamford State CT ZIP Code 06901 Country (if International): Phone: 203-719-4839 Email: Agency-UBSAmericas@ubs.com	Where should payments to the creditor be sent? (if different) Name Address City State ZIP Code Country (if International): Phone: Email:
4. Does this claim amend one already filed? ☒ No ☐ Yes. Claim number on court claims register (if known) _____ Filed on _____ MM / DD / YYYY	5. Do you know if anyone else has filed a proof of claim for this claim? ☒ No ☐ Yes. Who made the earlier filing? _____

Part 2: Give Information About the Claim as of the Date the Case Was Filed**6. Do you have any number you use to identify the debtor?**☒ No☐ Yes.

Last 4 digits of the debtor's account or any number you use to identify the debtor:

____ _

7. How much is the claim?

\$ undetermined

Does this amount include interest or other charges?☐ No☒ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).**8. What is the basis of the claim?**

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.

Other Basis

First Lien Term Loan Credit Agreement

9. Is all or part of the claim secured?☐ No☒ Yes. The claim is secured by a lien on property.**Nature of property:**☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (official Form 410-A) with this *Proof of Claim*.☐ Motor vehicle☒ Other. Describe:

Basis for perfection:

See Addendum

Attach redacted copies of documents, if any, that show evidence of perfection of security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____**Amount of the claim that is secured:** \$ _____**Amount of the claim that is unsecured:** \$ _____

(The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____**Annual Interest Rate** (when case was filed) _____%☐ Fixed ☐ Variable**10. Is this claim based on a lease?**☒ No☐ Yes. **Amount necessary to cure any default as of the date of petition.**

\$ _____

11. Is this claim subject to a right of setoff?☒ No☐ Yes. Identify the property:

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?☐ No☒ Yes. *Check one:*☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).☐ Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).☐ Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).☒ Other. Specify subsection of 11 U.S.C. § 507 (a) (507(a)(2)) that applies.

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

13. Does this claim qualify as an Administrative Expense under 11 U.S.C. § 503(b)(9)?☒ No☐ Yes. **Amount that qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9):** \$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☐ I am the creditor.
- ☒ I am the creditor's attorney or authorized agent.
- ☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- ☐ I am a guarantor, surety, endorser, or other co-debtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

<u>Danielle Calo</u>	<u>03/16/2023 15:28:55</u>
Signature	Date

Provide the name and contact information of the person completing and signing this claim:

Name	<u>Danielle Calo</u>		
Address	<u>UBS AG, Stamford Branch</u>		
	<u>600 Washington Blvd.</u>		
City	<u>Stamford</u>		
State	<u>CT</u>	Zip	<u>06901</u>
Country (in international)	<u></u>		
Phone	<u>203-719-4839</u>		
Email	<u>danielle.calo@ubs.com</u>		

United States Bankruptcy Court for the Southern District of Texas Serta Simmons Bedding, LLC Claims Processing Center c/o Epiq Corporate Restructuring, LLC P.O. Box 4420 Beaverton, OR 97076-4420		
Name of Debtor: SSB Retail, LLC Case Number: 23-90030		
	☐ Check box if the address on the envelope sent to you by the court needs to be updated. Identify your replacement address in Part 1 (Section 3) below.	For Court Use Only

Proof of Claim (Official Form 410)

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. With the exception of claims under 503(b)(9), do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503. Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim		
1. Who is the current creditor? Name of the current creditor (the person or entity to be paid for this claim): <u>UBS AG, Stamford Branch, as Agent and on behalf of the Lenders under the First Lien Term Loan Agreement, dated November 8, 2016 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time); see addendum.</u> Other names the creditor used with the debtor: <u>UBS</u>		
2. Has this claim been acquired from someone else? ☒ No ☐ Yes. From whom? _____		
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)		4. Does this claim amend one already filed? ☒ No ☐ Yes. Claim number on court claims register (if known) _____ Filed on _____ MM / DD / YYYY
Where should notices to the creditor be sent? <u>UBS AG, Stamford Branch</u> Attention: Agency Group Name <u>600 Washington Blvd.</u> Number Street <u>Stamford</u> <u>CT</u> <u>06901</u> City State ZIP Code Country (if International): _____ Contact phone: <u>(203) 719-4839</u> Contact email: <u>Agency-UBSAmericas@ubs.com;</u> <u>danielle.calo@ubs.com</u>	Where should payments to the creditor be sent? (if different) Name Number Street City State ZIP Code Country (if International): _____ Contact phone: _____ Contact email: _____	5. Do you know if anyone else has filed a proof of claim for this claim? ☒ No ☐ Yes. Who made the earlier filing? _____
Part 2: Give Information About the Claim as of the Date the Case Was Filed		
6. Do you have any number you use to identify the debtor? ☒ No ☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____	7. How much is the claim? \$ <u>See addendum</u> . Does this amount include interest or other charges? ☐ No ☒ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).	8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>First Lien Term Loan Credit Agreement; See addendum</u>

9. Is all or part of the claim secured? ☐ No ☒ Yes. The claim is secured by a lien on property. Nature of property: ☐ Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (official Form 410-A) with this <i>Proof of Claim</i> . ☐ Motor vehicle ☐ Other. Describe: _____ Basis for perfection: <u>See addendum</u> Attach redacted copies of documents, if any, that show evidence of perfection of security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ <u>See addendum</u> Amount of the claim that is secured: \$ <u>See addendum</u> Amount of the claim that is unsecured: \$ <u>See addendum</u> (The sum of the secured and unsecured amounts should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: <u>See addendum</u> Annual Interest Rate (when case was filed) <u>See addendum</u> % ☐ Fixed ☐ Variable	10. Is this claim based on a lease? ☒ No ☐ Yes. Amount necessary to cure any default as of the date of petition. \$ _____ 12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)? ☐ No ☒ Yes. <i>Check one:</i> ☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). ☐ Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). ☐ Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). ☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). ☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). ☒ Other. Specify subsection of 11 U.S.C. § 507 (a)(<u>2</u>) that applies. * Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.	11. Is this claim subject to a right of setoff? ☒ No ☐ Yes. Identify the property: _____ A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority. Amount entitled to priority \$ _____ \$ _____ \$ _____ \$ _____ \$ <u>See addendum</u>
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13. Does this claim qualify as an Administrative Expense under 11 U.S.C. § 503(b)(9)? ☒ No ☐ Yes. Amount that qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9): \$ _____

Part 3: Sign Below The person completing this proof of claim must sign and date it. FRBP 9011(b). If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is. A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.	Check the appropriate box: ☐ I am the creditor. ☒ I am the creditor's attorney or authorized agent. ☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004. ☐ I am a guarantor, surety, endorser, or other co-debtor. Bankruptcy Rule 3005. I understand that an authorized signature on this <i>Proof of Claim</i> serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt. I have examined the information in this <i>Proof of Claim</i> and have a reasonable belief that the information is true and correct. I declare under penalty of perjury that the foregoing is true and correct. Executed on date <u>03/16/2023</u> <u>Danielle Calo</u> MM / DD / YYYY Signature Print the name of the person who is completing and signing this claim: Name <u>Danielle Calo</u> First name Middle name Last name Title <u>Associate Director</u> Company <u>UBS AG, Stamford Branch</u> Identify the corporate servicer as the company if the authorized agent is a servicer. Address <u>600 Washington Blvd.</u> Number Street <u>Stamford, Connecticut 06901</u> City State ZIP Code Contact Phone <u>(203)719-4839</u> Email <u>danielle.calo@ubs.com</u>
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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	)	
	)	Chapter 11
	)	
SERTA SIMMONS BEDDING, LLC, <i>et al.</i> ,	)	Case No. 23-90020 (DRJ)
	)	
Debtors. ¹	)	(Jointly Administered)
	)	

**ADDENDUM TO PROOF OF CLAIM FILED BY
UBS AG, STAMFORD BRANCH, IN ITS CAPACITY
AS PREPETITION TERM LOAN (NPTL) AGENT**

UBS AG, Stamford Branch, as NPTL Agent (as defined below) on behalf of itself and the other Lenders (as defined below), through its undersigned counsel, files this addendum (the “**Addendum**”) to its master proof of claim (the “**Proof of Claim**”) against the Debtor Obligors (as defined below). This Addendum and the documents referenced in it are incorporated by reference in, and an integral part of, the Proof of Claim.

On January 23, 2023 (the “**Petition Date**”), the above-captioned debtors and debtors-in-possession (the “**Debtors**”) commenced a voluntary case under chapter 11 of the Bankruptcy Code. On January 24, 2023, the United States Bankruptcy Court for the Southern District of Texas (the “**Court**”) entered an order authorizing the joint administration and procedural consolidation of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b) and Bankruptcy Local Rule 1015-1 [Docket No. 46].

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are as follows: Dawn Intermediate, LLC (6123); Serta Simmons Bedding, LLC (1874); Serta International Holdco, LLC (6101); National Bedding Company L.L.C. (0695); SSB Manufacturing Company (5743); The Simmons Manufacturing Co., LLC (0960); Dreamwell, Ltd. (2419); SSB Hospitality, LLC (2016); SSB Logistics, LLC (6691); Simmons Bedding Company, LLC (2552); Tuft & Needle, LLC (6215); Tomorrow Sleep LLC (0678); SSB Retail, LLC (9245); and World of Sleep Outlets, LLC (0957). The Debtors’ corporate headquarters and service address for these chapter 11 cases is 2451 Industry Avenue, Doraville, Georgia 30360.

On January 24, 2023, the Court entered the *Order (I) Establishing Deadlines And Procedures For Filing Proofs Of Claim, (II) Approving Form And Manner Of Notice Thereof, And (III) Granting Related Relief* [Docket No. 104] (the “**Bar Date Order**”) establishing, among other things, the bar dates and procedures for filing proofs of claim and setting March 16, 2023, at 5:00 p.m., prevailing Central Time as the General Bar Date (as defined in the Bar Date Order).²

SUMMARY OF CLAIM

1. The NPTL Agent. UBS AG, Stamford Branch, is collateral agent and administrative agent (in such capacity, the “**NPTL Agent**”) under the First Lien Term Loan Agreement, dated as of November 8, 2016 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “**Prepetition Non-PTL Agreement**”,³ and together with the related collateral documents and other loan documents, the “**Loan Documents**”), by and among Debtors Dawn Intermediate, LLC, as holdings, Serta Simmons Bedding, LLC, SSB Manufacturing Company, and National Bedding Company L.L.C., as borrowers (collectively, the “**Borrowers**”, and together with Dawn Intermediate, LLC and any other Debtor guarantors or obligors under the Prepetition Non-PTL Agreement, the “**Debtor Obligors**”), and the lenders party thereto from time to time (the “**Lenders**,” and together with the NPTL Agent, the “**Secured Parties**,” and each individually, a “**Secured Party**”).

2. Background of Claim. The Secured Parties’ claim consists of all amounts due and owing by the Debtor Obligors under, or in connection with, the Prepetition Non-PTL Agreement

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Bar Date Order and related motion, as applicable.

³ Given the voluminous nature of the Prepetition Non-PTL Agreement, the Prepetition Non-PTL Agreement is not attached hereto and will be furnished by the NPTL Agent (whether by an amendment to this Proof of Claim or otherwise) in accordance with the terms of the Bar Date Order to parties in interest (in the case of parties other than the Debtors, subject to complying with or otherwise addressing any applicable confidentiality restrictions in a manner acceptable to the NPTL Agent and the Debtor Obligors) upon written request to the addresses listed in paragraph 19 below.

and the Loan Documents. The Claim is secured by valid, continuing and perfected security interests in and continuing liens on the Collateral (as defined in the Prepetition Non-PTL Agreement and as further described in the Loan Documents).

3. Amount of Claim. As of the General Bar Date, the total amount of the claim was not less than \$892,620,797.63 (the “**Claim**”), including, without limitation:

- a. no less than \$862,297,855.24 of outstanding principal amount under the Prepetition Non-PTL Agreement; and
- b. no less than \$30,322,942.39 in accrued and unpaid interest under the Prepetition Non-PTL Agreement.

4. Nature of Claim. The Claim arises out of and is based on the Prepetition Non-PTL Agreement, the Loan Documents, and the other instruments, documents, and agreements executed or delivered in connection therewith. The Claim includes all contingent and unliquidated amounts for which any Debtor Obligor is liable to the Secured Parties under the Prepetition Non-PTL Agreement and Loan Documents, including claims for (a) professional fees, costs, and expenses, (b) indemnification and contribution, (c) other amounts, whether or not contingent, and whenever arising or accrued, in respect of the Debtor Obligors’ obligations pursuant to, or secured by, the Prepetition Non-PTL Agreement and Loan Documents.

AGENT’S PERFECTED SECURITY INTERESTS

5. Collateral. To secure the Claim, the Debtor Obligors granted to the Secured Parties perfected security interests and liens in certain assets and properties of such Debtor Obligors pursuant to the Loan Documents relating to applicable collateral and guarantee obligations in favor of the Secured Parties. The Loan Documents also include documents evidencing the perfection of such security interests and liens of the Secured Parties.

6. This Claim is filed as a secured claim, except to the extent that the security interests granted to the Secured Parties are insufficient to satisfy the Claim. To that extent, the remainder

of the Claim is filed as an unsecured claim. Nothing contained herein is or shall be deemed to be a waiver or relinquishment in whole or in part of any security interests, liens, or any other instrument securing any indebtedness of the Debtor Obligors to the Secured Parties.

7. The Secured Parties' security interests in and liens upon the Collateral (as defined in the Prepetition Non-PTL Agreement and as further described in the Loan Documents) are either perfected by filed UCC-1 financing statements (the "**UCC Financing Statements**"), possession of certain certificated securities and other possessory collateral, filings with the United States Copyright Office and the United States Patent and Trademark Office (as applicable), entry into certain deposit and security account control agreements, recording any relevant mortgages in the county real estate records and/or recording office of the applicable jurisdiction, as applicable, and such other means of perfection as may be necessary or appropriate with respect to the applicable type of property under applicable law. Because the supporting documentation, including the UCC Financing Statements, contains confidential information, are voluminous, and/or are already in the possession of the Debtor Obligors, the supporting documentation evidencing the Secured Parties' perfected security interests in and liens upon the Collateral for the Claim are not attached hereto and will be furnished by the NPTL Agent (whether by an amendment to this Proof of Claim or otherwise) in accordance with the terms of the Bar Date Order to parties in interest (in the case of parties other than the Debtors, subject to complying with or otherwise addressing any applicable confidentiality restrictions in a manner acceptable to the NPTL Agent and the Debtor Obligors) upon written request to the addresses listed in paragraph 19 below.

8. To the extent the NPTL Agent is the assignee of any of the Debtor Obligors' interest in various insurance policies, the NPTL Agent hereby asserts a secured claim entitled to any such collateral. Accordingly, if there are any claims covered by such assigned insurance policies, the

value of the portion of the Secured Parties' respective claims covered by such assigned insurance policies is a secured claim.

RESERVATION OF RIGHTS

9. The NPTL Agent, on behalf of itself and the Lenders, file this Proof of Claim without waiver and with full reservation of all rights. The NPTL Agent's, on behalf of itself and the Lenders, reservation of rights includes all rights with respect to the following litigation: (a) the litigation commenced by the Debtors captioned *Serta Simmons Bedding, LLC, et al. v. AG Centre Street Partnership L.P., et al.*, Adv. No. 23-09001 (the "**Declaratory Action**"); (b) the litigation commenced by the Debtors captioned *Serta Simmons Bedding, LLC, et al. v. Those Parties Listed in Appendix A to Complaint*, Adv. No. 23-03007 (the "**Stay Action**"); (c) the litigation commenced by certain of the Debtors' prepetition first lien lenders against certain Debtors in the U.S. District Court for the Southern District of New York (the "**District Court**"), captioned *LCM XXII Ltd., LCM XXIII Ltd., LCM XXIV Ltd., LCM XXV Ltd., LCM 26 Ltd., LCM 27 Ltd., and LCM 28 Ltd. v. Serta Simmons Bedding, LLC*, No. 21-cv-03987 (KPF) (S.D.N.Y.) (the "**LCM District Court Action**"); (d) the litigation commenced by certain other Lenders (collectively, the "**AHG**") against Debtor Serta Simmons Bedding, LLC and certain non-Debtor lenders that participated in the Disputed 2020 Exchange⁴ (the "**Participating Lenders**") before the Supreme Court of the State of New York, County of New York (the "**State Court**"), captioned *AG Centre Street P'ship. L.P. v. Serta Simmons Bedding, LLC*, No. 654181/2022 (N.Y. Sup. Ct. N.Y. Cnty.) (the "**AHG State Court Action**"); and (e) the litigation before the District Court commenced by the AHG's removal

⁴ References to the "**Disputed 2020 Exchange**" shall refer to the Debtors' 2020 "uptier exchange transaction", through which certain Debtors received approximately \$200 million of new money under that certain super-priority term loan agreement, dated June 22, 2020 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "**Prepetition PTL Agreement**"). Certain of the Debtors' existing lenders were not part of the transaction (i.e., the lenders under the Prepetition Non-PTL Agreement) and consequently commenced the LCM District Court Action and AHG State Court Action, among others, seeking damages in connection with the Disputed 2020 Exchange.

of certain causes of action against the Participating Lenders from the AHG State Court Action to the U.S. District Court for the Southern District of New York,⁵ captioned *AG Centre Street P'ship. L.P. v. Eaton Vance Management*, No. 1:23-cv-00587 (KPF) (S.D.N.Y.) (the “**AHG District Court Action**”). The assertion of the Claim pursuant to this Proof of Claim is not intended as, and should not be deemed or construed as, a waiver of any position asserted or that may be asserted by the NPTL Agent, on behalf of itself or the applicable Lenders, in the Declaratory Action, the Stay Action, the LCM District Court Action, the AHG State Court Action, or the AHG District Court Action. Nor should the assertion of the Claim be construed as any Secured Party's consent to, or concession or admission of, any fact or legal conclusion in connection with the Declaratory Action, the Stay Action, the LCM District Court Action, the AHG State Court Action, or the AHG District Court Action.

10. The NPTL Agent's, on behalf of itself and the Lenders, reservation of rights also includes the right to amend, clarify, or supplement this Proof of Claim at any time, and for any reason, including amendments to (a) fix or liquidate any claims stated herein, (b) specify claims for ongoing obligations of the Debtor Obligors that are not expressly described herein, (c) assert additional claims, including claims for secured status or priority (including pursuant to Section 507(b) of the Bankruptcy Code), claims for subrogation (equitable or otherwise), claims for indemnities owed under the Prepetition Non-PTL Agreement or other Loan Documents, claims arising under state and common law, and claims for interest on any such claims, and (d) file additional proofs of claim at any time, and for any reason, either before or after the applicable bar date established in these chapter 11 cases pursuant to the Bar Date Order entered by this Court.

⁵ The non-removed causes of action against Debtor Serta Simmons Bedding, LLC and the Participating Lenders remain pending before the State Court as part of the AHG State Court Action.

11. The NPTL Agent's, on behalf of itself and the Lenders, reservation of rights also includes a reservation of all procedural and substantive defenses and rights, including a right to demand a jury trial, with respect to any claim that may be asserted against it by any of the Debtor Obligors, any trustee for the Debtors' estates, any other party-in-interest in these chapter 11 cases, or any other person or entity.

12. The NPTL Agent, on behalf of itself and the Lenders, file this Proof of Claim without prejudice to and reserve the right to recover any interest (including any interest at the applicable default interest rate), fees (including reasonable attorneys' fees), expenses, and costs to which the NPTL Agent and/or the Lenders are or may be entitled pursuant to applicable law or under the Prepetition Non-PTL Agreement, Loan Documents, any debtor-in-possession financing entered into in these chapter 11 cases (a "**DIP Financing**"), or any order approving any DIP Financing.

13. The NPTL Agent, on behalf of itself and the Lenders, has and/or may have postpetition administrative expense claims against the Debtor Obligors for amounts to which it is entitled under the Prepetition Non-PTL Agreement, Loan Documents, and applicable law, including, without limitation, amounts owed pursuant to sections 503 and 507 of the Bankruptcy Code. These amounts have been accruing and continue to accrue. By filing this Proof of Claim, the NPTL Agent, on behalf of itself and the Lenders, does not waive, but expressly reserves, any of the postpetition administrative expense claims it has and/or may have against the Debtor Obligors.

14. By filing this Proof of Claim, the NPTL Agent, on behalf of itself and the Lenders, does not make, or intend to make, any consent or admission as to the validity or accuracy of any valuation of the collateral under the Prepetition Non-PTL Agreement and related Loan Documents

proposed by the Debtor Obligors, any affiliate, or any third party, and the NPTL Agent, on behalf of itself and the Lenders, does not waive or release any rights with respect thereto. Nor is this Proof of Claim intended as an admission of the validity, accuracy, or amount of any claim against the NPTL Agent and the Lenders; rather, if any such claim exists, the NPTL Agent, on behalf of itself and the Lenders, denies such claim in all respects.

15. The NPTL Agent's, on behalf of itself and the Lenders, reservation of rights also includes a reservation of all respective rights of setoff or recoupment, the right to assert a constructive trust against assets or cash held by the Debtor Obligors, and the right to assert any other claim that the NPTL Agent or the Lenders have or may have against the Debtor Obligors or any other person or entity.

16. By filing this Proof of Claim, the NPTL Agent, on behalf of itself and the Lenders, does not, and does not intend to, (a) waive, release, or otherwise prejudice any of its rights against any entity or person liable for all or part of the Claim, (b) consent to, waive, release, or otherwise prejudice any of its defenses with respect to the jurisdiction of this Court with respect to the Declaratory Action, the Stay Action, the LCM District Court Action, the AHG State Court Action, the AHG District Court Action, or any other action, proceeding, claim, cause of action, dispute, or other matter, whether commenced in these chapter 11 cases or otherwise, (c) consent to, waive, release, or otherwise prejudice any of its defenses with respect to any authority of this Court to finally adjudicate the Declaratory Action, the Stay Action, the LCM District Court Action, the AHG State Court Action, the AHG District Court Action, or any other action, proceeding, claim, cause of action, dispute, or other matter, whether commenced in these chapter 11 cases or otherwise, (d) waive, release, or otherwise prejudice any of its rights to (i) have any and all final orders in any and all non-core matters entered after *de novo* review by a United States District

Court judge or (ii) demand a jury trial, (e) waive, release, or otherwise prejudice any of its rights to withdraw the reference with respect to the subject matter of the Claim, any objection or other proceeding commenced with respect thereto, or any other claim, cause of action, dispute, proceeding, or other matter commenced in this case against or otherwise involving the NPTL Agent and/or the Lenders, (f) exercise an election of remedy that would waive, release, or otherwise prejudice any other remedy to which the NPTL Agent and/or the Lenders are entitled, (g) waive, release, or otherwise prejudice any of its rights and remedies under applicable law, including (without limitation) under the Prepetition Non-PTL Agreement or any of the other Loan Documents, (h) waive, release, or otherwise prejudice any rights of action it has or may have against the Debtors or any other person or entity, (i) waive, release, or otherwise prejudice any of its rights against any third party, or (j) waive, release, or otherwise prejudice any defense of the NPTL Agent and/or any of the Lenders, including with respect to any claims or causes of action held by any person or entity.

17. The NPTL Agent, on behalf of itself and the Lenders, reserves any and all rights to file one or more Challenges (as defined in the Final DIP Order)⁶ it has or may have against one or more of the Debtors.

18. Notwithstanding anything to the contrary in this Proof of Claim, the Proof of Claim expressly excludes any claim, cause of action, dispute, or other matter, whether commenced in these chapter 11 cases or otherwise, that the NPTL Agent, on behalf of itself and the Lenders, has against any entity or person other than the Debtors, including any claims asserted or that could have been asserted in the AHG District Court Action.

⁶ Reference is made to (i) the *Final Order (I) Authorizing Debtors To (A) Obtain Postpetition Financing And (B) Use Cash Collateral, (II) Granting (A) Liens And Providing Superpriority Administrative Expense Status And (B) Adequate Protection To Certain Prepetition Lenders, (III) Modifying Automatic Stay, And (IV) Granting Related Relief*, entered by this Court on March 3, 2023 (Docket No. 406, the “**Final DIP Order**”).

NOTICES

19. All notices to the NPTL Agent concerning this Proof of Claim should be sent to:

UBS AG, Stamford Branch
600 Washington Boulevard
Stamford, CT 06901
Attention: Agency Group
Telephone no.: +1.203.719.4839
Email: Agency-UBSAmericas@ubs.com and Danielle.Calo@ubs.com

Copies of all notices to the NPTL Agent concerning this Proof of Claim should be sent to:

LATHAM & WATKINS LLP
Attn: George Klidonas and Conray Tseng
1271 Avenue of the Americas
New York, NY 10020
Emails: George.Klidonas@lw.com and Conray.Tseng@lw.com

20. The request for copies of notices to be sent to Latham & Watkins LLP will not be deemed authorization of Latham & Watkins LLP to accept service of process on behalf of the NPTL Agent.