

March 17, 2009

Dear Today's Bedroom One, Today's Kids, and/or Mattress Gallery Customer:

Due to financial troubles that were plaguing the company, the Marion County Superior Court today appointed a Receiver in an action entitled Huntington Bank v. TBO, LLC, d/b/a Today's Bedroom One and the Mattress Gallery ("TBO") under Cause No. 49D05-0903-MF-012262. NJG Receiver for TBO, LLC is the court appointed Receiver of the assets of TBO ("Receiver") and is responsible for continuing operations and winding down and/or selling TBO's businesses.

The purpose of this letter is to notify you of the Receiver's intent to fill your open order as soon as possible.

We are working closely with vendors to expedite and fill all open orders, if possible. Therefore, it is important that you, the customer, understand the process going forward, along with your options regarding your order. The Court has authorized the Receiver to offer one of two options to customers with open orders.

1. **Completion of Order:** The Receiver will make every effort to complete your order, so long as you agree, in writing, to pay the balance due at the agreed upon sales price that was on your original invoice. In order to accept this option, you will be required to sign an acknowledgement of your order with the Receiver.
2. **Cancellation of Order:** Should you choose to cancel your merchandise order, you will forfeit any previous deposit(s) made. You have the right to file a claim for your forfeited deposit against the Receivership Estate, pursuant to governing Indiana law. Filing a claim, however, does not guarantee you will receive a refund. It is unknown at this time if there will be any funds to pay such claims, but based on the Receiver's initial review of TBO's financial records it is quite possible there may not be sufficient funds to pay any amount on your claim. You may wish to consult with an attorney regarding which option is better for you and/or to assist in filing a claim.

**PLEASE UNDERSTAND THE RECEIVER IS NOT AUTHORIZED TO MAKE ANY REFUNDS UNDER ANY CIRCUMSTANCES. STORE CREDIT/REFUNDS CANNOT BE ISSUED AT THE STORES.**

You will be contacted in the next several days by the store where you made your purchase. Your questions can be answered at that time. If a floor model is available that is similar and will satisfy your request for a quicker resolution, then we will be happy to provide that floor model to you. Again, however there will not be any refunds made.

Sincerely,

NJG Receiver for TBO, LLC  
9901 Kincaid Drive, Suite 400  
Fishers, IN 46037  
(317) XXX-XXXX

**DEPOSIT CUSTOMER NOTICE OF ELECTION AND AGREEMENT**

NJG Receiver for TBO, LLC is the Court appointed Receiver of TBO, LLC d/b/a Today's Bedroom One, Today's Kids, and The Mattress Gallery.

You ordered merchandise from TBO described as

\_\_\_\_\_ (“Merchandise”), with a purchase price of \$ \_\_\_\_\_ (“Purchase Price”) and paid a deposit to TBO in the sum of \$ \_\_\_\_\_ (“Deposit”). You still owe \$ \_\_\_\_\_ (“Purchase Price Balance”) for the Merchandise.

You may: (1) cancel the Order. If you do, you will not receive back your Deposit. You may file a claim against the receivership estate, but that does not guarantee you will receive back any part of your Deposit, or (2) complete the Order, which will include paying any Purchase Price Balance by the time of delivery of the Merchandise. The Receiver asks that you elect one option or the other below and return this completed and signed form as soon as you can. Also, if you wish to complete the Order you must send back this completed and signed Notice no later than \_\_\_\_\_, 2009.

I elect the following:

- a. \_\_\_\_\_ To cancel the Order. I understand that I will not receive back my Deposit. But I have the right to file a claim against the Receivership, which is no guarantee I will be paid anything on my claim.
  
- b. \_\_\_\_\_ To complete the Order for the purchase of the Merchandise. I agree to pay the Purchase Price Balance by the date the Merchandise is delivered to me. I understand and agree all sales are final, that the Merchandise will be sold “as is” with no warranties or representations of any kind whatsoever, whether express or implied, including the warranties of merchantability and fitness for a particular purpose. I understand the Receiver has no liability to me other than to use its best efforts to deliver the Merchandise.

I have read this Notice of Election and Agreement, understand its terms, and am making this election and agreement voluntarily.

DEPOSIT CUSTOMER

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