

<b>UNITED STATES BANKRUPTCY COURT</b> Southern District of New York	<b>PROOF OF CLAIM</b>
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Name of Debtor: <b>Jennifer Convertibles, Inc.</b>	Case Number: <b>10-13779</b>
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*NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.*

Name of Creditor (the person or other entity to whom the debtor owes money or property): <b>Westport Retail, LLC</b>	<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.
Name and address where notices should be sent: <b>Schwartz, Lichtenberg LLP 405 Lexington Avenue, Seventh Floor New York, New York 10174</b>	Court Claim Number: _____ <i>(If known)</i>
Telephone number: <b>(212) 389-7818</b>	Filed on: _____

Name and address where payment should be sent (if different from above):	<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Telephone number:	<input type="checkbox"/> Check this box if you are the debtor or trustee in this case.


<b>1. Amount of Claim as of Date Case Filed:</b> \$ <u>46,857.39</u>  If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.  If all or part of your claim is entitled to priority, complete item 5.  <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.	<b>5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.</b>  Specify the priority of the claim.  <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).  <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. §507 (a)(4).  <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5).  <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7).  <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8).  <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)( ).
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<b>2. Basis for Claim:</b> <u>pre-petition rental arrears</u> <i>(See instruction #2 on reverse side.)</i>	
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<b>3. Last four digits of any number by which creditor identifies debtor:</b> _____  <b>3a. Debtor may have scheduled account as:</b> _____ <i>(See instruction #3a on reverse side.)</i>	
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<b>4. Secured Claim</b> (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.  Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe:  Value of Property: \$ _____ Annual Interest Rate _____ %  Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____  Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____	
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<b>6. Credits:</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim.  <b>7. Documents:</b> 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. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. <i>(See instruction 7 and definition of "redacted" on reverse side.)</i>  DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.  If the documents are not available, please explain:	Amount entitled to priority: \$ _____  <i>*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</i>
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Date: <b>10/14/2010</b>	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  <b>Jennifer Convertibles</b>	FOR COURT USE ONLY FILED 10-13-10 A 11:45 COURT
<b>Moshe Kestenbaum, Authorized Signatory</b>	 00245	

**INSTRUCTIONS FOR PROOF OF CLAIM FORM**

*The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.*

**Items to be completed in Proof of Claim form**

**Court, Name of Debtor, and Case Number:**

Fill in the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the bankruptcy debtor's name, and the bankruptcy case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is located at the top of the notice.

**Creditor's Name and Address:**

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

**1. Amount of Claim as of Date Case Filed:**

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

**2. Basis for Claim:**

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the trustee or another party in interest files an objection to your claim.

**3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:**

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

**Ja. Debtor May Have Scheduled Account As:**

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

**4. Secured Claim:**

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

**5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).**

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

**6. Credits:**

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.

**7. Documents:**

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents, as attachments may be destroyed after scanning.

**Date and Signature:**

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

**DEFINITIONS**

**Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

**Creditor**

A creditor is a person, corporation, or other entity owed a debt by the debtor that arose on or before the date of the bankruptcy filing. See 11 U.S.C. §101 (10)

**Claim**

A claim is the creditor's right to receive payment on a debt owed by the debtor that arose on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

**Proof of Claim**

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the agent of the same bankruptcy court in which the bankruptcy case was filed.

**Secured Claim Under 11 U.S.C. §506(a)**

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

**Unsecured Claim**

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

**Claim Entitled to Priority Under 11 U.S.C. §507(a)**

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

**Redacted**

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

**Evidence of Perfection**

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

**INFORMATION**

**Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may contact BMC Group ([info@bmcgroup.com](mailto:info@bmcgroup.com)).

**Offers to Purchase a Claim**

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

**SUMMARY ANNEXED TO PROOF OF CLAIM OF  
CREDITOR WESTPORT RETAIL, LLC**

**IN RE: JENNIFER CONVERTIBLES, INC.; CASE NO.: 10-13779 (ALG)**

**Calculation of claim amount as of petition date, 7/18/2010:**

1.	Base Rent 3 Months (May, June, July 2010) @ \$13,000/month	\$39,000.00
2.	Real Estate Taxes, 3 Months @ \$682.40/month	2,047.20
3.	CAM, 3 Months @ \$1,630.47/month	4,891.41
4.	Late Fees, 3 Months @ \$306.26/month	<u>918.78</u>
	<b>Total due as of 07/18/2010</b>	<b>\$46,857.39</b>

Invoices and Amendment to Lease are annexed hereto.

Westport Retail LLC  
 45 Main St - Suite302  
 Brooklyn, NY 11201

# Invoice

Date	Invoice #
7/1/2010	78

<b>Bill To</b>
Jennifer Leather - Westport CT c/o Jennifer Convertibles Inc 419 Crossways park Drive Woodbury, NY 11797

P.O. No.	Terms	Project
	Due on the First of M...	

Quantity	Description	Rate	Amount
	Rental Income	13,000.00	13,000.00
	Real Estate Tax	682.40	682.40
	CAM	1,630.47	1,630.47
	Late Fee for May 2010	306.26	306.26
	Late Fee for June 2010	306.26	306.26
		<b>Total</b>	<b>\$15,925.39</b>

Westport Retail LLC  
 45 Main St - Suite302  
 Brooklyn, NY 11201

# Invoice

Date	Invoice #
6/1/2010	72

<b>Bill To</b>
Jennifer Leather - Westport CT c/o Jennifer Convertibles Inc 419 Crossways park Drive Woodbury, NY 11797

P.O. No.	Terms	Project
	Overdue	

Quantity	Description	Rate	Amount
	Rental Income	13,000.00	13,000.00
	Real Estate Tax	682.40	682.40
	CAM	1,630.47	1,630.47
		<b>Total</b>	\$15,312.87

Westport Retail LLC  
 45 Main St - Suite302  
 Brooklyn, NY 11201

# Invoice

Date	Invoice #
5/1/2010	69

<b>Bill To</b>
Jennifer Leather - Westport CT c/o Jennifer Convertibles Inc 419 Crossways park Drive Woodbury, NY 11797

P.O. No.	Terms	Project
	Overdue	

Quantity	Description	Rate	Amount
	Rental Income	13,000.00	13,000.00
	Real Estate Tax	682.40	682.40
	CAM	1,630.47	1,630.47
		<b>Total</b>	\$15,312.87

AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE ("Amendment") dated as of the 2<sup>nd</sup> day of December, 2008, is made by and between WESTPORT RETAIL, L.L.C. ("Landlord") and JENNIFER LEATHER - WESTPORT CT, INC. ("Tenant").

WITNESSETH:

WHEREAS, NEW SEASIDE LLC and Tenant entered into a Lease (the "Lease") dated March 1, 1999, to lease certain real property contained within a building located at 1803-1807 Post Road East, Westport, Connecticut; and

WHEREAS, the Lease was assigned to Landlord by ICC Performance 3 Limited Partnership pursuant to an Assignment and Assumption of Leases dated April 8, 2008; and

WHEREAS, Landlord and Tenant desire and wish to amend and modify the Lease as set forth in this Amendment.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Section 1.02 of the Lease is hereby amended by deleting "The term of this Lease shall end on the date which is (i) ten (10) years from the day before the Commencement Date if the Commencement Date is the first day of a month; or (ii) ten (10) years from the last day of the month in which the Commencement Date occurs if the Commencement Date is not the first day of a month, unless sooner terminated as hereinafter provided." and replacing it with "The term of this Lease shall end on February 28, 2019, unless sooner terminated as hereinafter provided."

2. Schedule A is hereby amended by adding the following paragraphs at the end thereof:

Monthly (e) For the period beginning with the first day of the eleventh Lease Year and ending on the last day of the twelfth Lease Year, the sum of ONE HUNDRED FIFTY-SIX THOUSAND (\$156,000.00) DOLLARS per annum. 3/1/2009 - 2/28/2011

13,260 (f) For the period beginning with the first day of the thirteenth Lease Year and ending on the last day of the fourteenth Lease Year, the sum of ONE HUNDRED FIFTY NINE THOUSAND ONE HUNDRED TWENTY (\$159,120.00) DOLLARS. 3/1/2011 - 2/28/2013

13,525.17 (g) For the period beginning with the first day of the fifteenth Lease Year and ending on the last day of the sixteenth Lease Year, the sum of ONE HUNDRED SIXTY-TWO THOUSAND THREE HUNDRED TWO (\$162,302.00) DOLLARS per annum. 3/1/2013 - 2/28/2015

(h) For the period beginning with the first day of the seventeenth Lease Year and ending on the last day of the eighteenth Lease Year, the sum of ONE 3/1/2015 - 2/28/2017

Monthly

13,795.67

HUNDRED SIXTY-FIVE THOUSAND FIVE HUNDRED FORTY EIGHT (\$165,548.00) DOLLARS per annum.

3/1/2015  
2/28/2017

14,071.58

(i) For the period beginning with the first day of the nineteenth Lease Year and ending on the last day of the twentieth Lease Year, the sum of ONE HUNDRED SIXTY-EIGHT THOUSAND EIGHT HUNDRED FIFTY NINE (\$168,859.00) DOLLARS per annum.

3/1/2017 -  
2/28/2019

3. A new ARTICLE XV is added, to read as follows:

ARTICLE XV

TENANT'S RIGHT TO TERMINATE THE LEASE

Landlord and Tenant hereby agree that Tenant may terminate this Lease at any time after February 28, 2014, upon twelve months' written notice to Landlord.

4. Except as amended hereby, the Lease is ratified and confirmed.

LANDLORD  
WESTPORT RETAIL, L.L.C.

[Signature]  
by \_\_\_\_\_ its  
Date: 2/2/14

TENANT  
JENNIFER LEATHER -  
WESTPORT CT. INC.

[Signature]  
by [Signature] EXEC. VP  
Date: March 24, 2014