

PROOF OF CLAIM

YOUR CLAIM IS SCHEDULED AS:  
Schedule/Claim ID s408

In re:  
Jennifer Convertibles, Inc.

Case Number:  
10-13779

Amount/Classification  
\$18,406.60 Unsecured

NOTE: See Reverse for List of Debtors/Case Numbers/ Important details. 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 and Address: the person or other entity to whom the debtor owes money or property  
25239792001586  
LANDSBERG & ASSOCIATES PC  
(RE: GGF HUNTINGTON, LLC)  
IAN S LANDSBERG ESQ  
16030 VENTURA BLVD, STE 470  
ENCINO, CA 91436

Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Check this box if you are the debtor or trustee in this case.

The amounts reflected above constitute your claim as scheduled by the Debtor or pursuant to a filed claim. If you agree with the amounts set forth herein, and have no other claim against the Debtor, you do not need to file this proof of claim EXCEPT as stated below.

If the amounts shown above are listed as Contingent, Unliquidated or Disputed, a proof of claim must be filed.

If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.

THIS SPACE IS FOR COURT USE ONLY

Creditor Telephone Number ( )

RECEIVED

Name and address where payment should be sent (if different from above):  
BMC GROUP

OCT 25 2010

Check this box to indicate that this claim amends a previously filed claim.

Claim Number (if known):

Filed on:

Payment Telephone Number ( )

1. AMOUNT OF CLAIM AS OF DATE CASE FILED \$ 31,639.93

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. If all or part of your claim qualifies as an administrative expense under 11 U.S.C. § 503(b)(9), complete item 6.  
 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.

2. BASIS FOR CLAIM: (See Instructions #2 and #3a on reverse side.)

3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: 2002.025  
3a. Debtor may have scheduled account as:

4. SECURED CLAIM (See Instruction #4 on reverse side.)  
Check the appropriate box if your claim is secured by a lien on property or a right of set off and provide the requested information  
Nature of property or right of setoff: Describe:  
 Real Estate  Motor Vehicle  Other  
Value of Property: \$ Annual Interest Rate: % if any: \$ Basis for Perfection:  
Secured Claim Amount: \$ DO NOT include the priority portion of your claim here.  
Unsecured Claim Amount: \$  
Amount of arrearage and other charges as of time case filed included in secured claim.

5. PRIORITY CLAIM  
 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.  
Unsecured Priority Claim Amount: \$ Include ONLY the priority portion of your unsecured claim here.  
You MUST specify the priority of the claim:  
 Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).  
 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).  
 Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).  
 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).  
 Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).  
 Other - Specify applicable paragraph of 11 U.S.C. § 507(a) ( ).  
\* 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.

6. AMOUNT OF CLAIM THAT QUALIFIES AS AN ADMINISTRATIVE EXPENSE UNDER 11 U.S.C. § 503(b)(9): \$  
See Instruction #6 on reverse side

7. CREDITS: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

8. SUPPORTING DOCUMENTS: Attach redacted copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of evidence of perfection of a security interest. (See instruction 8 and definition of "redacted" on reverse side.) If the documents are not available, please explain.  
DATE-STAMPED COPY: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim. DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is actually received on or before 5:00 pm, prevailing Eastern Time on October 25, 2010 for Non-Governmental Claimants OR on or before 5:00 pm, prevailing Eastern Time on January 18, 2011 for Governmental Units.  
BY MAIL TO:  
BMC Group, Inc  
Attn: Jennifer Convertibles Claims Processing  
PO Box 3020  
Chanhassen, MN 55317-3020  
BY HAND OR OVERNIGHT DELIVERY TO:  
BMC Group, Inc  
Attn: Jennifer Convertibles Claims Processing  
18750 Lake Drive East  
Chanhassen, MN 55317

THIS SPACE FOR COURT USE ONLY  
Jennifer Convertibles  
00282

DATE: 10/22/2010  
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.  
IAN S. LANDSBERG, Esq.  
LANDSBERG & ASSOCIATES, A Professional Law Corporation

Penalty for presenting fraudulent claim is a fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 AND 3571

ORIGINAL

**Attachment to GGF Huntington, LLC ("Landlord ")**  
**Proof of Claim**  
**In re: Jennifer Convertibles, Inc.**

Claim summary	Amount
502(b)(6) – Pre-Petition Arrears	\$31,639.93
<b>Total Claim</b>	<b>\$31,639.93</b>

Analysis supporting the above-referenced summary is attached hereto

Additional information and further supporting documentation for Landlord's Proof of Claim can be obtained by sending an appropriate written request to:

Ian S. Landsberg, Esq.  
LANDSBERG & ASSOCIATES, A Professional Law Corporation  
16030 Ventura Boulevard, Suite 470  
Encino, CA 91436

Landlord reserves the right to amend, revise or supplement this Proof of Claim or reclassify all or any portion of this Proof of Claim as an administrative claim. Landlord also reserves its jury trial right and its right to have non-core proceedings determined by a non-bankruptcy court.

3-72C-0  
 ANNIFER H.B. CA. INC.  
 672 BEACH BLVD  
 LENDALE CA 91210

Ledger card October 22, 2010 Page 1

GGF HUNTINGTON, LLC

Move in date 08/01/2003 Square feet 4,250  
 Lease start date 01/18/2000 Security deposit  
 Lease stop date 5/31/2010 Move out date Occupied  
 Account types C R  
 Base rent 8,999.38

C26A ) Run:10/22/2010 11:24:39AM

Date	Tx	Remark	Charges	Payments	Balance
10/01/2010	IN	REIMB FIRE SPRNKLR SERVICE	2.32		31,642.31
10/01/2010	IN	MINIMUM RENT	9,899.31		41,541.62
10/01/2010	IN	COMMON AREA MAINTENANCE	823.79		42,365.41
10/01/2010	IN	TAXES	624.35		42,989.76
10/01/2010	IN	INSURANCE	212.90		43,202.66
10/01/2010	IN	ADMINISTRATION FEE	82.38		43,285.04
10/07/2010	P	Payment		(11,644.99)	31,640.05
		ABA: 031100267 Ck: 076051			
					31,640.05

Invoice	Date	Open Items	Balance
1244793	11/26/2008	LATE FEE FOR NOVEMBER 2008	1,074.52
1246249	12/17/2008	LATE FEE FOR DECEMBER 2008	1,074.28
1252599	03/12/2009	LATE FEE FOR MARCH 2009	1,074.28
1273545	12/14/2009	LATE FEE FOR DECEMBER	1,164.51
1277264	01/26/2010	LATE FEE JANUARY 2010	254.31
1284586	05/01/2010	MINIMUM RENT	2,543.36
1286163	06/01/2010	COMMON AREA MAINTENANCE	823.79
1286164	06/01/2010	TAXES	624.35
1286165	06/01/2010	INSURANCE	212.90
1286166	06/01/2010	ADMINISTRATION FEE	82.38
1286664	06/01/2010	REIMB FIRE SPRNKLR SERVICE	2.32
1286665	06/01/2010	MINIMUM RENT	9,899.31
1288164	07/01/2010	REIMB FIRE SPRNKLR SERVICE	2.32
1288165	07/01/2010	MINIMUM RENT	9,899.31
1288166	07/01/2010	COMMON AREA MAINTENANCE	823.79
1288167	07/01/2010	TAXES	624.35
1288168	07/01/2010	INSURANCE	212.90
1288169	07/01/2010	ADMINISTRATION FEE	82.38
1290181	07/08/2010	LATE CHARGE - JUNE, 2010	1,164.51
1290351	08/01/2010	ADMINISTRATION FEE	0.06
1292632	09/01/2010	ADMINISTRATION FEE	0.06
1294989	10/01/2010	ADMINISTRATION FEE	0.06
			31,640.05

ORIGINAL  
 Number 1 of  
4 executed  
 counterparts.

### GUARANTY OF LEASE

THIS GUARANTY OF LEASE ("Guaranty") is entered into as of the \_\_\_ day of January, 2000, by JENNIFER CONVERTIBLES, INC. a Delaware corporation ("Guarantor"), for the benefit of THE SHANE FAMILY TRUST and THE MALTZMAN FAMILY ("Landlord"), with reference to the following facts:

### RECITALS

- A. Landlord and Jennifer H.B. CA, Inc., a Delaware corporation ("Tenant") have entered or will enter into a Shopping Center Lease of even date herewith (the "Lease").
- B. By its covenants herein set forth, Guarantor has induced Landlord to enter into the Lease, which was made and entered into in consideration for Guarantor's said covenants.
- C. Unless otherwise defined herein, all capitalized terms have the meanings defined in the Lease.

### AGREEMENT

1. The recitals set forth above are not merely recitals, but are an integral part of this Guaranty and are incorporated herein by reference.
2. Guarantor unconditionally guarantees, without deduction by reason of setoff, defense or counterclaim, to Landlord and its successors and assigns the full and punctual payment, performance and observance by Tenant, of all of the amounts, terms, covenants and conditions in the Lease contained on Tenant's part to be paid, kept, performed and observed.
3. If Tenant shall at any time default (after any applicable cure period) in the punctual payment, performance and observance of any of the amounts, terms, covenants or conditions in the Lease contained on Tenant's part to be paid, kept, performed and observed, Guarantor will pay, keep, perform and observe same, as the case may be (and subject to the limitations applicable after the expiration of the Full Guaranty Period (as defined below)), in the place and stead of Tenant. Guarantor shall also pay to Landlord all reasonable and necessary incidental damages and expenses incurred by Landlord as a direct and proximate result of Tenant's failure to perform, which expenses shall include reasonable attorneys' fees and interest on all sums due and owing Landlord by reason of Tenant's failure to pay same, at Bank of America's prime rate of interest, plus two percent (2%). Notwithstanding anything to the contrary contained herein, Guarantor's liability hereunder following the expiration of the thirty sixth (36th) month following the date of the commencement of Tenant's obligation to begin payment of Minimum Rent (the "Full Guaranty Period") shall be limited to an amount (the "Termination Amount") equal to three (3) months of the then applicable Minimum Rent plus and amount equal to the aggregate Additional Rent which was applicable to the three (3) month period immediately preceding Tenant's default. It is expressly understood and agreed that prior to the expiration of the Full Guaranty Period, Guarantor's liability shall not be limited to and may exceed the Termination Amount. This is a guaranty of payment and not merely of collection of Tenant's failure to perform, which expenses shall include reasonable attorneys' fees and interest on all sums due and owing Landlord by reason of Tenant's failure to pay same, as provided above. Notwithstanding the foregoing, this Guaranty shall terminate and be of no force after thirty six (36) months following expiration of the Full Guaranty Period.
4. Any act of Landlord, or its successors or assigns, consisting of a waiver of any of the terms or conditions of the Lease, the giving of any consent to any matter or thing relating to the Lease, or the granting of any indulgence or extension of time to Tenant may be done without notice to Guarantor and without releasing Guarantor from any of its obligations hereunder.
5. The obligations of Guarantor hereunder shall not be released by Landlord's receipt, application or release of any security given for the performance and observance of any covenant or condition in the Lease contained on Tenant's part to be performed or observed, nor by

any modification of the Lease, regardless of whether Guarantor consents thereto or receives notice thereof.

6. The liability of Guarantor hereunder shall in no way be affected by: (a) the release or discharge of Tenant in any creditor's, receivership, bankruptcy or other proceeding; (b) the impairment, limitation or modification of the liability of Tenant or the estate of Tenant in bankruptcy, or of any remedy for the enforcement of Tenant's liability under the Lease resulting from the operation of any present or future provision of the national bankruptcy act or other statute or from the decision of any court; (c) the rejection or disaffirmance of the Lease in any such proceedings; (d) the assignment or transfer of the Lease by Tenant; (e) any disability or other defense of Tenant; (f) the cessation from any cause whatever of the liability of Tenant; (g) the exercise by Landlord of any of its rights or remedies reserved under the Lease or by law; or (h) any termination of the Lease.

7. If Tenant shall become insolvent or be adjudicated bankrupt, whether by voluntary or involuntary petition, if any bankruptcy action involving Tenant shall be commenced or filed, if a petition for reorganization, arrangement or similar relief shall be filed against Tenant, or if a receiver of any part of Tenant's property or assets shall be appointed by any court, Guarantor shall pay to Landlord the amount of all accrued, unpaid and accruing Fixed Minimum Rent, Additional Rent, and other charges due under the Lease to the date when the debtor-in-possession, the trustee or administrator accepts the Lease and commences paying same. At such time as the debtor-in-possession, the trustee or administrator rejects the Lease, however, Guarantor shall pay to Landlord all accrued, unpaid and accruing Fixed Minimum Rent, Additional Rent, and other charges under the Lease for the remainder of the Lease Term. At the option of Landlord, Guarantor shall either: (a) pay Landlord an amount equal to the Fixed Minimum Rent, Additional Rent, and other charges which would have been payable for the unexpired portion of the Lease Term reduced to present-day value; or (b) execute and deliver to Landlord a new lease for the balance of the Lease Term with the same terms and conditions as the Lease, but with Guarantor as tenant thereunder. Any operation of any present or future debtor's relief act or similar act, or law or decision of any court, shall in no way affect the obligations of Guarantor or Tenant to perform any of the terms, covenants or conditions of the Lease or of this Guaranty.

8. Guarantor may be joined in any action against Tenant in connection with the obligations of Tenant under the Lease and recovery may be had against Guarantor in any such action. Landlord may enforce the obligations of Guarantor hereunder without first taking any action whatever against Tenant or its successors and assigns, or pursuing any other remedy or applying any security it may hold. Guarantor hereby waives all rights to assert or plead at any time any statute of limitations as relating to the Lease, the obligations of Guarantor hereunder and any surety or other defense in the nature thereof including, without limitation, and other defenses which can be waived under the laws of the state in which the Premises are located.

9. Until all of the covenants and conditions in the Lease on Tenant's part to be performed and observed are fully performed and observed, Guarantor: (a) shall have no right of subrogation against Tenant by reason of any payment or performance by Guarantor hereunder; and (b) subordinates any liability or indebtedness of Tenant now or hereafter held by Guarantor to the obligations of Tenant to Landlord under the Lease.

10. If Landlord desires to sell, finance or refinance the project to which the Lease relates, or any part thereof, Guarantor shall deliver to any lender or buyer designated by Landlord such financial statements of Guarantor as may be reasonably required by such lender or buyer. Such statements shall include the past three years' financial statements of Guarantor. All such financial statements shall be received by Landlord in confidence and shall be used only for the foregoing purposes.

11. This Guaranty shall apply to the Lease, any extension, renewal, modification or amendment thereof, to any assignment, subletting or other tenancy thereunder and to any holdover term following the Lease Term granted under the Lease, or any extension or renewal thereof, without requiring guarantor's consent to any of the foregoing.

12. If this Guaranty shall be held ineffective or unenforceable by any court of competent jurisdiction or in the event of any limitation of Guarantor's liability hereunder other than as expressly provided herein, Guarantor shall be deemed to be a tenant under the Lease with the same force and effect as if Guarantor were expressly named as a joint and several tenant therein with respect to the obligations of Tenant thereunder hereby guaranteed.

13. In the event of any litigation between Guarantor and Landlord with respect to the subject matter hereof, the unsuccessful party in such litigation shall pay to the successful party all fees, costs and expenses thereof, including reasonable attorneys' fees and expenses.

14. If there is more than one undersigned Guarantor, (a) the term "Guarantor", as used herein, shall include all of the undersigned; (b) each provision of this Guaranty shall be binding on each one of the undersigned, who shall be jointly and severally liable hereunder; and (c) Landlord shall have the right to join one or all of them in any proceeding or to proceed against them in any order.

15. This instrument constitutes the entire agreement between Landlord and Guarantor with respect to the subject matter hereof, superseding all prior oral and written agreements and understandings with respect thereto. It may not be changed, modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by Guarantor and Landlord.

16. This Guaranty shall be governed by and construed in accordance with the laws of the state in which the Premises are located.

17. Every notice, demand or request (collectively "Notice") required hereunder or by law to be given by either party to the other shall be in writing. Every provision of this Guaranty which provides that either party shall notify the other of any particular matter shall be governed by this Section. Notices shall be given by personal service or by United States certified or registered mail, postage prepaid, return receipt requested, or by telegram, mailgram or same-day or overnight private courier, addressed to the party to be served at the address indicated below or such other address as the party to be served may from time to time designate in a Notice to the other party. Notice personally served shall be effective when delivered to the party upon whom such Notice is served. If served by registered or certified mail, Notice shall be conclusively deemed served on the date shown on the return receipt, but if delivery is refused or the Notice is unclaimed, Notice shall conclusively be deemed given forty eight (48) hours after mailing. If served by telegram, mailgram or private courier, Notice to the addressee shall be conclusively deemed given as confirmed by the telegraphic agency or private courier service making delivery. Copies of any Notice shall be sent to the addresses, if any, designated for service of copies of Notices below; but the inadvertent failure to serve a copy of a Notice, either to the address so designated or in the manner provided in this Section, shall not render service of Notice invalid if the original Notice is served in accordance with this Section. Notice given by facsimile or telecopy shall not be effective unless receipt of such Notice is acknowledged by the recipient in writing, in which case the effective date of such Notice shall be the date of such written acknowledgment.

18. Any action to declare or enforce any right or obligation under the Lease may be commenced by Landlord in the applicable court in the County in which the Premises are located. Guarantor hereby consents to the jurisdiction of such Court for such purposes. Any notice, complaint or legal process so delivered shall constitute adequate notice and service of process for all purposes and shall subject Guarantor to the jurisdiction of such Court for purposes of adjudicating any matter related to this Guaranty. Landlord and Guarantor hereby waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either Landlord against Guarantor or Guarantor against Landlord on any matter whatever arising out of, or in any way connected with, the Lease or this Guaranty, the relationship of Landlord and Guarantor, the use or occupancy of the Premises, any claim of injury or damage, or the enforcement of any remedy under any law, statute or regulation, emergency or otherwise, now or hereafter in effect.

19. This Guaranty may be assigned in whole or part by Landlord upon written notice to Guarantor, but it may not be assigned by Guarantor without Landlord's prior written consent, which may be withheld in Landlord's sole and absolute discretion.

20. Guarantor represents and warrants to Landlord and Landlord's successors and assigns that Guarantor has established adequate means of obtaining from Tenant, on a continuing basis, financial and other information pertaining to Tenant's operations and condition (financial or otherwise). Guarantor expressly waives and relinquishes the performance of any duty on the part of Landlord (should any such duty exist) to disclose to Guarantor any fact, matter or thing related to Tenant, its assets, operations and condition (financial or otherwise) whether now known or hereafter discovered by Landlord during the life of this Guaranty.

The terms and provisions of this Guaranty shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and permitted assigns of the parties hereto.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the date first above written.

"GUARANTOR"

JENNIFER CONVERTIBLES, INC,  
a Delaware corporation

By: [Signature]  
Print Name: EDWARD SEIDNER  
Its: VICE-PRESIDENT

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Landlord's Address for Notices:

AS PROVIDED FOR  
IN THE NOTICE  
PROVISION

Guarantor's Address for Notices:

AS PROVIDED FOR  
IN THE NOTICE  
PROVISION