

THIRD AMENDMENT TO STORE LEASE

THIS THIRD AMENDMENT TO STORE LEASE (this "Amendment") is made and entered into this 25th day of January, 2010, by and between **ZIFKIN REALTY MANAGEMENT, LLC**, as successor Agent for the beneficiaries of Chicago Title Land Trust Company, Trust Number 102674-09, dated June 1, 1987, as "Landlord" and **JENNIFER CONVERTIBLES INC.**, a Delaware corporation, as "Tenant" as successor-in-interest to J.C. Schaumburg, Inc. ("Original Tenant").

WITNESSETH:

WHEREAS, Landlord's predecessor-in-interest and Original Tenant entered into that certain Store Lease dated February 18, 1992 (the "Original Lease") for the premises commonly known as 695 East Golf Road, Schaumburg, Illinois (the "Premises") consisting of approximately 3,800 rentable square feet located in the shopping center commonly known as the Golf Road Shopping Center, located at 681-697 East Golf Road, Schaumburg, Illinois (the "Shopping Center") for a Primary Term commencing April 11, 1992, as amended by that certain First Amendment to Lease dated as of November 22, 1995 (the "First Amendment").

WHEREAS, Original Tenant and Tenant entered into that certain Assignment of Lease Agreement effective as of September 1, 2000 (the "Lease Assignment") wherein and whereby Original Tenant assigned all of its interest under the Original Lease and the First Amendment to Tenant.

WHEREAS, Tenant and Landlord entered into that Second Amendment to Lease dated June 17, 2009 (the "Second Amendment") wherein and whereby Tenant and Landlord agreed to (i) relocated Tenant to the East end of the Shopping Center, and (ii) reduce the square footage of the leased Premises to approximately 3,186 square feet. The Original Lease, the First Amendment, the Lease Assignment, and the Second Amendment are hereinafter collectively referred to as the "Lease."

WHEREAS, the Tenant would like to terminate the Lease and vacate the premises prior to the end of the Term (the "Early Termination") at no cost to Tenant.

WHEREAS, Landlord is agreeable to the Early Termination, provided that Landlord has executed a lease with a replacement tenant for the Premises.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to amend the Lease in the following manner effective as of the date hereof:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated into this Amendment by this reference as fully and with the same force and effect as if repeated herein at length. Capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed to them in the Lease. If and to the extent this Amendment and Lease contain inconsistent or conflicting terms, the terms of this Amendment shall govern and control the interpretation of the Lease and this Amendment. The Lease, as modified and extended by this Amendment, shall constitute the entire agreement between Landlord and Tenant.
2. **Termination.** At any time during the Term of this Lease, Landlord may elect to terminate this Lease at the end of any calendar month upon not less than thirty (30) days prior written notice to Tenant.
3. **Effectiveness.** Upon the execution hereof, this Amendment shall become an integral part of this Lease. Except as expressly provided herein, all of the terms and provisions of the Lease shall remain in full force and effect through the Second Extended Term.
4. **Agent.** This Amendment is executed by the undersigned agent not personally but solely as agent and it is expressly understood and agreed by the parties hereto, anything contained herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations and agreements herein made are made and intended not as personal covenants, undertakings, representations of the agent individually, or for

the purpose of binding it personally, but this Amendment is executed and delivered by the agent solely in the exercise of the powers conferred upon it as such agent pursuant to the direction of the beneficiary(ies) of said trust agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against the beneficiary(ies) of said trust or its agent on account hereof, or on account of any covenants, undertakings representation, warranty or agreement therein contained, either express or implied, all such personal liability, if any, being expressly waived and released by the parties hereto and the holder hereof, and by all persons claiming by or through or under said parties or holder hereof, it being agreed and understood that the Tenant under the Lease shall look solely to the real estate owned by the trust of which the Premises constitute a part and/or the proceeds and rents derived therefrom, for payment of any lien, claim, judgments or another liability arising out of the Landlord's obligations created by the Lease. Such beneficiary(ies) has designated ZIFKIN REALTY MANAGEMENT, LLC, as Agent for the beneficiary(ies) in connection with the management of the Shopping Center.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

LANDLORD:

ZIFKIN REALTY MANAGEMENT, LLC,
AGENT, as aforesaid,

By: [Signature]
Name: JAMES WASH
Title: Property Manager

TENANT:

JENNIFER CONVERTIBLES, INC.

a Delaware corporation

By: [Signature]
Name: EDWARD B. DEBNER
Title: EXECUTIVE V.P.



RAWOOD BUILDING/GOLF ROAD LP
TENANT POSSESSION CERTIFICATE

LANDLORD: Rawood Building/Golf Road LP

TENANT: Jennifer Convertibles, Inc.

PREMISES ADDRESS: 697 East Golf Road
Schaumburg, IL 60173

SQUARE FOOTAGE: Approximately 3,186 square feet

DELIVERY OF POSSESSION DATE: November 16, 2009

GAS METER NUMBER: 09NG4451256

ELECTRIC METER NUMBER: 95823285

WATER METER NUMBER: 51737545

Landlord and Tenant acknowledge and agree that the Leased Premises described in the above referenced location have been delivered to Tenant for the performance of Tenant's work (as said work is defined in the Lease) on Delivery of Possession Date noted above. *W*

Tenant Acknowledges receipts of keys to the aforementioned space. *W*

Tenant further acknowledges that all the Landlord's Work, pursuant to said Lease, has been substantially completed as outlined in the lease. *W*

Tenant has submitted its Certificate of Insurance.

Tenant acknowledges and agrees that all utilities will be transferred into Tenant's name within five (5) working days from date of possession. *Electric still not transferred. Landlord needs to handle.*

LANDLORD:

Rawood Building/Golf Road LP

By: *[Signature]*

Its: *Project Manager*

TENANT:

Jennifer Convertibles, Inc.

By: *[Signature]* *12/21/09*

Its: _____

