

EXHIBIT A

SAFE

EXCERPTS

5116013 ORIGINAL
Number 3 of
4 executed
counterparts.

SHOPPING CENTER LEASE

THIS LEASE made and entered into as of the 19th day of December, 1997, by and between Cortlandt Town Center Limited Partnership, a New York limited partnership with a business address c/o CBL & Associates Properties, Inc, 800 South Street, Suite 395 Waltham, MA 02154 ("Landlord"), and Jennifer Peekskill, Inc with an address of One Ames Court, Suite 205, Plainview, New York 11803 ("Tenant")

ARTICLE I REFERENCE PROVISIONS, SHOPPING CENTER, LEASED PREMISES AND TERM

Section 1.1 Reference Provisions

(a) **LEASED PREMISES**—cross hatched and/or designated as a portion of Pad #5 shown on EXHIBIT A annexed hereto and made a part hereof and containing approximately 2,800 square feet. The Leased Premises are in a building in a Shopping Center known as Cortlandt Town Center located in the Town of Cortlandt, New York.

(b) **TERM**—shall be for a period of ten (10) years commencing as provided in Section 1.2. As used in this Section 1.1, the term "year" shall mean each successive twelve (12) calendar month period commencing on the first day of a calendar month. If the Term commences on a day other than the first day of a calendar month, then the period commencing with the first day of the Term and ending on the last day of the calendar month in which the Term commenced shall be added to the first year of the Term.

(c) **MINIMUM ANNUAL RENT**—

Years 1-5	\$61,600 00
Years 6-10	\$73,920 00

(d) **PERCENTAGE RENT AND BASE**— an amount equal to six percent (6%) of Tenant's Gross Sales over the following amounts, as specified in Section 2.2

Years 1-5	\$1,026,666 67
Years 6-10	\$1,232,000 00

(e) **USE**—
and for no
mattresses
Provided,
Tenant's s

See Rider Paragraph 44

ature including convertible sofa beds
t display or sell conventional
ds or headboards of any kind
of furniture accessories appearing in

Notwithstanding the foregoing, Tenant shall not use the Leased Premises for any of the Prohibited Uses as set forth on Exhibit C.

(f) **SECURITY DEPOSIT**—None

(g) **NOTICE ADDRESS**—

LANDLORD

CBL & Associates Management, Inc
One Park Place
6148 Lee Highway
Chattanooga, Tennessee 37421

CTCLP/JARA
Execution Draft
November 24, 1997

SEE RIDER PARAGRAPH 15

Tenant agrees to complete Tenant's work and open the Leased Premises for business to the public not later than sixty (60) days after tender of possession. In the event Tenant fails to take possession and open for business to the public fully fixtured, stocked, and staffed within sixty (60) days after tender of possession, then and in such event Landlord shall have, in addition to all remedies in this Lease provided, the right to collect in addition to the Minimum Annual Rent and other sums payable under this Lease a further item of additional rent at a rate equal to twice the Minimum Annual Rent per day for each and every day that Tenant shall fail to be open for business, which further additional rent shall be deemed to be in lieu of any Percentage Rent that may have been earned during such period.

Section 13 Acceptance of Leased Premises As often as may be requested by Landlord, Tenant shall promptly and without cost to Landlord execute, acknowledge, and deliver to Landlord and/or Landlord's mortgagee a written acceptance or estoppel certificate with respect to the Leased Premises in form and substance acceptable to Landlord.

In addition, within ten (10) days of the date of the tender of possession of the Leased Premises to the Tenant, both Landlord and Tenant agree to execute a certificate in form annexed herewith marked as Possession Agreement.

Section 14 Quiet Enjoyment Tenant, upon paying the rents herein reserved and performing and observing all of the other terms, covenants, and conditions of this Lease on Tenant's part to be performed and observed, shall peaceably and quietly have, hold, and enjoy the Leased Premises during the Term, subject, nevertheless, to the terms of this Lease and to any mortgages, ground or underlying leases, agreements, and encumbrances to which this Lease is subordinate.

**ARTICLE II
RENT AND OTHER CHARGES**

Section 21 Minimum Annual Rent Upon commencement of the Term, Tenant shall pay to Landlord without previous demand therefor and without any setoff or deduction whatsoever, the Minimum Annual Rent provided in Section 1 1(c), payable in equal monthly installments, in advance, on the first day of each and every calendar month throughout the Term, except that the first installment of Minimum Annual Rent shall be paid upon the execution of this Lease and, if the Term commences on a date other than the first day of a month, Tenant shall pay Landlord on the first day of the Term, a pro-rata portion of such Minimum Annual Rent, calculated on a thirty (30) day calendar month.

Section 22 Percentage Rent (a) Tenant shall pay to Landlord, in addition to the aforesaid Minimum Annual Rent, the Percentage Rent provided in Section 1 1(d).

CTCLP/JARA
Execution Draft
November 24, 1997

not be charged more than the rates it would be charged for the same services if furnished directly to the Leased Premises by such companies or governmental units. At the option of Landlord, any utility or related service which Landlord may at any time elect to provide to the Leased Premises may be furnished by Landlord or any agent employed, or independent contractor selected by Landlord, and Tenant shall accept the same therefrom to the exclusion of all other suppliers, so long as the rates charged by the Landlord or by the supplier of such utility or related service are competitive.

Notwithstanding anything else contained in this Lease to the contrary, Landlord shall have the right, at any time and from time to time, to cause one or more utilities (including, without limitation, any heating, ventilating, air conditioning, and/or lighting systems serving the Leased Premises and/or any other Shopping Center areas) to be furnished by means of an on-site or off-site energy system and/or to provide some other alternative energy system (whether so-called "total energy" or otherwise) in lieu of the direct furnishing of the same to Tenant and other occupants of the Shopping Center from the appropriate utility company, and Tenant agrees in any such case, to accept any such utility from such alternative source in lieu of the appropriate utility company directly and to pay Landlord and/or such alternative source or other designee as Landlord shall determine all costs and charges therefor provided that the same shall not result in any additional cost or expense of the energy to Tenant over and above that which it would pay if it purchased same directly from the appropriate utility company, and provided further that same is in compliance with all laws, regulations, ordinances and other governmental requirements. Landlord shall have no liability to Tenant for disruption of any utility service, and in no event shall such disruption constitute constructive eviction or entitle Tenant to an abatement of rent or other charges.

SEE RIDER PARAGRAPH 30

ARTICLE III CONSTRUCTION OF LEASED PREMISES

The Leased Premises shall be constructed by Landlord and/or Tenant in accordance with the provisions of Exhibit B annexed hereto and made a part hereof.

Tenant is responsible, at its sole cost and expense, for obtaining any and all required governmental approval of the plans and specifications, including but not limited to building permit fees and any other fees, taxes, costs, and expenses attributable to the Leased Premises and for assuring that the plans and specifications comply with all governmental rules, regulations, codes, and ordinances, including but not limited to, those required by the Town of Cortlandt, New York, state and local health departments, and state and local fire marshals.

CTCLP/JARA
Execution Draft

D Until all the covenants and conditions in the Lease on the Tenant's part to be performed and observed are fully performed and observed, the Guarantor (a) shall have no right of subrogation against the Tenant by reason of any payments or acts of performance by the Guarantor, in compliance with the obligations of the Guarantor hereunder, (b) waives any right to enforce any remedy which the Guarantor now or hereunder shall have against the Tenant by reason of any one or more payment or acts or performance in compliance with the obligations of the Guarantor hereunder, and (c) subordinates any liability of indebtedness of the Tenant now or hereafter held by the Guarantor to the obligations of the Tenant to the Landlord under the Lease

E That this Guaranty shall be governed by, and construed in accordance with, the laws of the State of New York, that this instrument shall be binding upon Guarantor and each other guarantor and their respective heirs, successors, assigns, legal representatives and grantee, that this instrument shall inure to the benefit of Landlord and Landlord's heirs, successors, assigns, legal representatives and grantees, that if any provisions hereof shall prove to be invalid, void or unlawful, the remaining provisions hereof shall in no way be effected, impaired or invalidated and shall remain in full force and effect, that where the context requires or admits, words or one gender shall include another gender, and the singular shall include the plural and vice versa, and that if there be more than one guarantor hereunder, the guarantor shall be jointly and severally liable hereunder

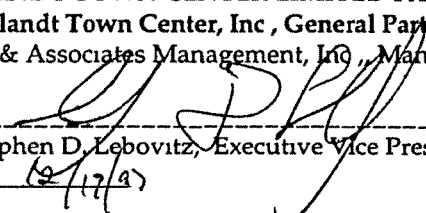
This Section 12 24 shall survive the termination of this Lease

SEE RIDER PARAGRAPHS 39 - 43

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the day and year first above written, each acknowledging receipt of an executed copy hereof

CORTLANDT TOWN CENTER LIMITED PARTNERSHIP

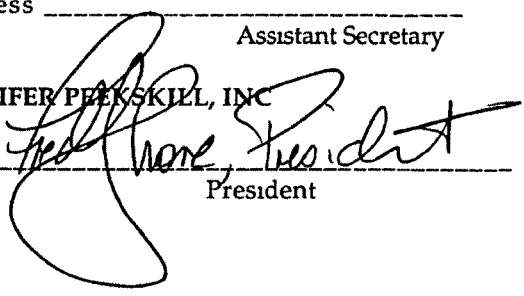
By: Cortlandt Town Center, Inc , General Partner
By CBL & Associates Management, Inc , Managing Agent

By  _____
Stephen D. Lebovitz, Executive Vice President

Date 12/17/97

Witness _____
Assistant Secretary

JENNIFER PEESKILL, INC

By  _____
President

CTCLP/JARA
Execution Draft

Witness _____
Secretary

Tenant's Federal Tax Identification No 11-2840327

THE UNDERSIGNED GUARANTOR ENTERS INTO THIS LEASE FOR THE PURPOSES SET FORTH
IN PARAGRAPH 12.24 HEREOF

JARA ENTERPRISES, INC

By *[Signature]*
President

Witness _____
Secretary

Tenant's Federal Tax Identification No 11-2689724