

EXHIBIT C

SECOND AMENDMENT TO LEASE

17th THIS SECOND AMENDMENT TO LEASE (this "Amendment"), made and entered into as of the day of May, 2010, by and between Acadia Cortlandt LLC, a Delaware limited liability company (successor-in-interest to Galileo Cortlandt LLC.), having an address c/o Acadia Realty Trust, 1311 Mamaroneck Avenue, Suite 260, White Plains, New York 10605 ("Landlord") and Jennifer Convertibles, Inc., a Delaware corporation (successor-in-interest to Jennifer-Peekskill, Inc.), having an address at 417 Crossways Park Drive, Woodbury, New York 11797 ("Tenant").

WITNESSETH:

WHEREAS, Landlord's predecessor-in-interest and Tenant's predecessor-in-interest entered into a Lease Agreement dated December 19, 1997 (the "Original Lease"), as amended by that certain First Amendment to Lease dated March 13, 2009 (the "First Amendment") and that certain Letter Agreement dated February 25, 2010 (the "Letter Agreement"; together with the Original Lease and the First Amendment, the "Existing Lease"), for approximately 2,000 square feet of space (the "Existing Premises", as defined and used as the Leased Premises in the Existing Lease), known as store number 21, located in the shopping center commonly known as Cortlandt Town Center in Mohegan Lake, New York (the "Shopping Center", as more particularly defined in the Existing Lease) (the approximate layout and location of the Leased Premises and the Shopping Center is set forth on Exhibit I annexed hereto and made a part hereof), the term of which Existing Lease will expire as of May 31, 2010;

WHEREAS, Landlord and Tenant have discussed relocating Tenant from the Existing Premises to a space consisting of approximately 5,100 square feet, designated as space #51C on Exhibit "A" attached hereto and made a part hereof (the "New Premises");

WHEREAS, Landlord and Tenant have agreed that Tenant shall vacate the Existing Premises and permanently occupy the New Premises;

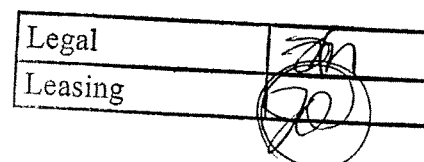
WHEREAS, Landlord and Tenant have also agreed to amend the Existing Lease upon the terms and conditions set forth herein including extending the term thereof, to reflect *inter alia*, the exchange of space upon the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the Existing Premises and other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, Landlord and Tenant hereby covenant and agree as follows:

1. Unless specifically provided herein to the contrary, the modifications to the Existing Lease provided for in this Amendment shall be made effective as of the earlier of (i) five (5) days after Landlord delivers possession of the New Premises to Tenant or (ii) July 1, 2010 (the "Effective Date").

2. All defined terms used in this Amendment shall have the meanings as set forth in the Existing Lease, unless otherwise defined herein. The provisions of this Amendment shall be deemed merged into the Existing Lease and in the event of a discrepancy between the Existing Lease and this Amendment, this Amendment shall prevail (the Existing Lease and this Amendment, collectively, the "Lease").

3. Landlord hereby leases and demises to Tenant, and Tenant hereby hires and takes from Landlord, the New Premises upon all of the terms, obligations, covenants and conditions of the Lease, commencing as of the Effective Date hereof and continuing throughout the Term.



4. (a) Within thirty (30) days from the Effective Date (the "Outside Date"), Tenant hereby covenants and agrees, at Tenant's sole cost and expense: (i) to cease operations in the Existing Premises and vacate and surrender the Existing Premises in good and broom-clean condition, with all utilities, drains and vents properly capped, and otherwise in the condition required under the Lease (such actual date of vacation and surrender, the "Vacate Date"); and (ii) to relocate Tenant's business to the New Premises in compliance with the provisions of the Lease, and to open for business to the general public for the permitted use in the New Premises (such actual date on which Tenant opens for business, the "Relocation Date"). Notwithstanding anything contained herein to the contrary, Tenant shall not be obligated to pay rent in the Existing Premises from June 1, 2010 through and including the Outside Date.

(b) Tenant acknowledges and agrees that: (i) Tenant is currently in possession of and operating Tenant's business in the Existing Premises and is fully familiar and satisfied with the condition thereof and is leasing the Existing Premises in "AS IS" condition; (ii) with the exception of Landlord's Work to the New Premises, as set forth on Exhibit 2 annexed hereto and made a part hereof, Tenant has made a thorough inspection of the New Premises and is satisfied with the condition thereof and the New Premises is being delivered to and accepted by Tenant in "AS IS" condition; (iii) Tenant (and not Landlord) shall perform, complete and be responsible for, at Tenant's sole cost and expense, all work, construction, alterations, costs and expenses related to the vacation and surrender by Tenant to Landlord of the Existing Premises as required under the Existing Lease, the relocation of Tenant's business from the Existing Premises to the New Premises and (with the exception of Landlord's Work to the New Premises) any preparation required to put Tenant in occupancy of the New Premises or to permit Tenant to open for business in the New Premises, all as more particularly set forth on Exhibit 2 annexed hereto, and (iv) except for Landlord's Work to the New Premises as set forth on Exhibit 2, Landlord shall have no obligation to perform any work, supply any materials, incur any costs or expenses or make any improvements, changes, installations, alterations, repairs or replacements to the Existing Premises, the New Premises and/or the Shopping Center in connection with the surrender and relocation contemplated by this Amendment. The taking of possession of the New Premises by Tenant shall be conclusive evidence as against Tenant that at the time such possession was so taken, the New Premises was in the condition required by this Amendment.

(c) From and after the Effective Date: (i) for all purposes under the Lease, the New Premises shall be deemed to be the Leased Premises (as such term is used and defined in the Existing Lease) and all the terms and provisions of the Existing Lease applicable to the Leased Premises shall be transferred to and shall continue to apply, without interruption, to the New Premises, modified as provided in this Amendment; (ii) the Existing Premises shall no longer be deemed to be all or any part of the Leased Premises (as such term is defined in the Existing Lease), and as of the Outside Date, Tenant shall have no further rights with respect to the Existing Premises, including, without limitation, to the use and occupancy thereof; and (iii) any references to the gross leasable area or square foot area of the Leased Premises shall be modified to be a reference to the New Premises, and all monetary obligations of Tenant under the Lease based on the gross leasable area, area, square foot area, leasable area and/or square footage of the Leased Premises shall be proportionately adjusted based on the New Premises.

(d) Provided Tenant timely vacates and surrenders the Existing Premises in accordance with the provisions of the Lease, and further provided that the Lease is in full force and effect and Tenant is not in default of any monetary or material obligations of Tenant thereunder, Tenant shall be released from and after the Outside Date with respect to Tenant's obligations under the Lease with respect to the Existing Premises only, provided, however, that nothing set forth herein or in the Existing Lease shall be deemed to release Tenant from any obligations under the Lease with respect to the Existing Premises incurred or occurring prior to the Outside Date, including but not limited to the payment of any unpaid sums of utility charges or other charges payable under the provisions of the Lease (all of the foregoing, collectively, "Rent"), and any amounts

at any time accrued thereon, whether the same are billed or unbilled. Tenant's obligation set forth in this paragraph shall survive the Outside Date and the expiration or earlier termination of the Lease.

(e) Tenant's failure to comply with any of the provisions of this Section shall constitute a material default under the Lease, entitling Landlord to any and all remedies available under the Lease, at law or in equity. Notwithstanding anything to the contrary set forth in the Lease, if the Vacate Date shall fail to occur on or before the Outside Date, Tenant covenants and agrees to pay to Landlord, in addition to the Rent payable by Tenant from and after the New Rent Commencement Date (hereinafter defined) pursuant to this Amendment: (i) Rent with respect to the Existing Premises at the hold over rate set forth in the Existing Lease, from the Outside Date until the Vacate Date; and (ii) any costs and expenses incurred by Landlord in connection with Tenant's failure to timely vacate and surrender the Existing Premises in connection with the provisions of the Lease, including, without limitation, all attorneys' costs and fees and any lost rentals or other charges with respect to the leasing of the Existing Premises by Landlord to another occupant. Tenant covenants and agrees that, whether or not the Vacate Date or the Relocation Date shall occur on or before the Effective Date, Tenant shall be obligated from and after the New Rent Commencement Date for the payment of Rent on account of the New Premises as set forth in this Amendment. Tenant hereby agrees to indemnify, defend and hold Landlord harmless from and against any liabilities, claims, damages, costs and/or expenses (including, but not limited to, reasonable attorneys' fees and disbursements) arising out of Tenant's breach of the covenants set forth in this Section, including, without limitation, with respect to any loss of income or litigation arising with respect to any leasing or licensing of the Existing Premises or the New Premises by Landlord to another occupant.

5. The term of the Lease (the "Term") is hereby extended for a period of seven (7) Lease Years, upon all of the terms, obligations, covenants and conditions contained in the Existing Lease, as the same may be modified by the terms of this Amendment. "Lease Year" shall mean the period from the New Rent Commencement Date through the expiration of the next succeeding twelve (12) months, plus the number of days, if any, required to have the period end at the expiration of the calendar month, and each succeeding periods of twelve (12) calendar months. Tenant hereby acknowledges and agrees that Tenant has no right or option to extend the Term beyond the expiration of the last day of the seventh (7th) Lease Year (the "Expiration Date"), except as may be provided herein.

6. Provided the Lease is in full force and effect, Tenant is open and conducting business in the entire Leased Premises for the permitted use, Tenant is not a hold over or month-to-month tenant and Tenant is not in default under any of the terms, covenants and conditions of the Lease at the time of exercising any of the options to renew the Lease or at the time of the commencement of any of the renewal option periods, Tenant shall have the option to renew the Term for one (1) additional, consecutive periods of five (5) Lease Years (a "Renewal Option"), upon the applicable terms, covenants and conditions contained in the Lease. The Renewal Option shall be exercisable only upon Tenant serving upon Landlord an irrevocable written notice of its exercise thereof, which notice shall be received by Landlord no earlier than three hundred sixty-five (365) days and no later than one hundred eighty (180) days prior to the Expiration Date or the then-current expiration date of the Term, time being of the essence. If Tenant timely exercises the Renewal Option in accordance with the terms hereof, the Term shall be automatically extended for such five (5) year period, upon all of the applicable terms, provisions and conditions set forth in this Lease, without the necessity of any further instrument being executed between Landlord and Tenant; provided, however, that if written confirmation of the same is requested by Landlord, Tenant agrees to sign and return such written confirmation within ten (10) days of receipt thereof. Should Tenant fail to timely deliver to Landlord a notice exercising the Renewal Option, such Renewal Option shall lapse and be deemed of no further force and effect and Tenant shall have no further right or option to extend the Term.

7. Prior Rent. Tenant's obligation to pay any and all unpaid rent, additional rent, and other charges and sums due and payable under the provisions of the Existing Lease, whether billed or unbilled, shall continue during the extended Term.

8. Rent. Tenant shall pay all rent, additional rent and all other sums and charges due and payable under the Existing Lease with the following modifications:

(A) Fixed Minimum Rent. The amount of Minimum Annual Rent, payable during the extended Term shall be as follows, and Tenant shall commence paying such amount ninety (90) days from the date Landlord delivers possession of the New Premises to Tenant ("New Rent Commencement Date"):

<u>From/To (dates inclusive)</u>	<u>Annual</u>	<u>Monthly</u>	<u>Per Sq. Ft.</u>
Lease Years 1-5	\$163,200.00	\$13,600.00	\$32.00
Lease Years 6 & 7	\$179,520.00	\$14,960.00	\$35.20
<u>For Renewal Option</u>			
Lease Years 8 - 13	\$198,900.00	\$16,575.00	\$39.00

(B) Tenant's Share. The following provisions shall be added as Article XIII:

"Tenant's Share shall be a fraction, the numerator of which is the gross leasable area of the Leased Premises, and the denominator of which is the gross leasable ground floor area of all buildings in the Shopping Center. For purposes of calculating Tenant's Share of Taxes, Landlord shall have the right to exclude from the denominator the leasable square feet of any other tenant in the Shopping Center that is separately assessed and such tenant pays the taxes for such parcel. For purposes of calculating Tenant's Share of Operating Costs, Landlord shall have the right to exclude from the denominator the leasable square feet of any other tenant in the Shopping Center that maintains a portion of the Common Area at such other tenant's expense. For purposes of calculating Tenant's Share of Insurance Costs, Landlord shall have the right to exclude from the denominator the leasable square feet of any other tenant in the Shopping Center that maintains insurance at such other tenant's expense. Notwithstanding the foregoing or anything contained herein to the contrary, in the event the Shopping Center is divided into separate tax parcels/lots, Landlord shall have the right to collect from Tenant and calculate Tenant's Share of Taxes as follows: Tenant shall pay Tenant's Share of Taxes on the tax parcel/lot which includes the building which the Leased Premises forms a part ("Tax Parcel Taxes"). Tenant's Share of the Tax Parcel Taxes shall be a fraction, the numerator of which is the gross leasable area of the Leased Premises and the denominator of which is the gross leasable ground floor area of all buildings in the tax parcel/lot of which Tenant's Leased Premises forms a part."

(C) Taxes. The following provisions shall be added to the Existing Lease as Article XIV:

"Article IX. Taxes. (a) The term "Taxes" shall mean and include all real estate taxes, assessments (special or otherwise), water and sewer rents, rates and charges (including water and sewer connection and/or hookup charges, excluding, however, such water and sewer charges which are measured by the consumption by the actual user or the item or service for which the charge is made) and other governmental levies and charges of every kind and nature whatsoever, general and special, extraordinary as well as ordinary, foreseen and unforeseen, and each and every installment thereof, which shall or may during the Term be levied, assessed, imposed, become due and payable, or liens upon, or arising in connection with the use, occupancy or possession of, or grow due and payable out of, or for, the Shopping Center or any part thereof or any land, buildings or other improvements therein (as initially constructed or as the same may at any time thereafter be enlarged or reduced), including interest on installment payments and all costs and fees (including reasonable

attorneys' and appraisers' fees) incurred by Landlord in contesting Taxes and negotiating with the public authorities as to the same. "Assessments", as used in the foregoing definition of Taxes, shall be deemed to include the costs of all road, highway and transportation improvements (including, without limitation, traffic signals and systems) installed and paid for by Landlord. If at any time after the date hereof the methods of taxation prevailing shall be altered so that in addition to, or in lieu of, or as a substitute for the whole or any part of the Taxes now levied, assessed or imposed on real estate as such there shall be levied, assessed or imposed (i) a tax, assessment, levy, imposition or charge based on the rents received from such real estate, (ii) a license fee measured by the rents receivable by Landlord for the Shopping Center or any portion thereof, (iii) a tax or license imposed upon Landlord which is otherwise measured by or based in whole or in part upon the Shopping Center or any portion thereof, or (iv) any other tax, levy, imposition, charge or license fee however described, then the same shall be included in the computation of Taxes, computed as if the amount of such tax, imposition, charge or fee so payable were that part due if the Shopping Center were the only property of Landlord subject thereto. Nothing herein contained shall be construed to include as Taxes any inheritance, estate, succession, transfer, gift, franchise, corporation, income or profit tax or capital levy that is or may be imposed upon the Landlord.

(b) Tenant shall pay as additional rent to Landlord Tenant's Share of Taxes from and after the Effective Date and continuing through the Term of this Lease. Landlord shall have the right to collect from Tenant at any time the total amount due from Tenant for the current, preceding or coming tax year, as the case may be. Said percentage of the total amount of Taxes for the tax year in question shall be due and payable by Tenant within ten (10) days of Landlord's rendition of a bill therefor to Tenant. In addition, beginning on the Effective Date, Tenant shall pay to Landlord additional rent with respect to Taxes at an estimated rate of \$14,280.00 (the "Initial Estimated Taxes") payable on the first (1st) day of each month. For each tax year thereafter, Tenant shall pay Landlord, as its estimated percentage of the Taxes on the first (1st) day of each calendar month, one-twelfth (1/12th) of the greater of (i) the Initial Estimated Taxes or (ii) the amount of Tenant's liability for Taxes for the preceding tax year. If Tenant has paid less than the actual amount due for the period in question, Tenant shall pay the difference within ten (10) days of receipt of notice from Landlord. If Tenant has paid more than the actual amount due for the period in question, it shall be granted a credit in like amount against the next payment due Landlord, unless the Lease has expired in which event Landlord shall promptly mail Tenant a refund. If the Term of this Lease shall begin or end other than on the first or last day of a year, these charges shall be billed and adjusted on the basis of such fraction of a year. Tenant's obligations with respect to payments due pursuant to this paragraph shall survive the expiration or termination of this Lease.

(c) Tenant agrees to pay, prior to delinquency, any and all taxes and assessments levied, assessed or imposed during the Lease Term upon or against (i) all furniture, fixtures, signs and equipment and any other personal property installed or located within the Leased Premises, (ii) all alterations as the same may be separately levied, taxed and assessed against or imposed directly upon Tenant, by the taxing authorities, and (iii) the rentals payable hereunder by Tenant to Landlord (other than Landlord's Federal, State and local income taxes thereon). Should any governmental authority require that a tax, other than the Taxes above mentioned, be paid by Tenant, but collected by Landlord, for and on behalf of said governmental authority, and from time to time forwarded by the Landlord to said governmental authority, the same shall be paid by Tenant to Landlord, payable monthly in advance.

(d) Landlord shall have the sole, absolute and unrestricted right, but not the obligation, to contest the validity or amount of any of the Taxes by appropriate proceedings, and if Landlord shall voluntarily institute any such contest it shall have the sole, absolute and unrestricted right to settle any negotiations, contest, proceeding or action upon whatever terms Landlord may in its sole discretion determine. In the event Landlord shall obtain a tax refund as a result of tax reduction proceedings or other proceedings of a similar nature, then Tenant shall, provided Tenant is not then in default, and after the final conclusion of all appeals

and all other remedies, be entitled to its percentage of the net refund obtained as to those Taxes previously paid by Tenant hereunder, less appraisal, engineering, expert testimony, attorney, printing and filing fees, and all other costs and expenses of the proceeding. Tenant shall not have the right to institute or participate in any such proceedings, it being understood that the commencement, maintenance, settlement, and conduct thereof shall be in the sole discretion of Landlord.

(e) Any such bill or statement shall be deemed binding and conclusive on Tenant if Tenant fails to object thereto (stating the reasons therefor) within thirty (30) days after the date thereof. With respect to any Taxes for which Tenant is responsible hereunder, the official tax bill shall be conclusive evidence of the amount of Taxes levied, assessed or imposed, as well as of the items taxed. A copy of such tax bill shall, upon request of Tenant, be submitted by Landlord to Tenant."

(D) Common Areas. The following provisions shall be added to the Existing Lease as Article XV:

"COMMON AREAS; OPERATING COSTS. (a) All common areas and other common facilities (hereinafter collectively called "Common Areas") as may exist from time to time and be made available by Landlord in or about the Shopping Center shall be subject to the exclusive control and management of Landlord, expressly reserving to Landlord, without limitation, the right to erect, install, replace and remove kiosks, planters, pools, sculpture and free-standing buildings. Common Areas may include, without limitation (but shall not be deemed a representation as to their availability), the sidewalks, parking areas, access roads, driveways, landscaped areas, truck serviceways, tunnels, loading docks, courts, stairs, ramps, elevators, escalators, comfort and first-aid stations, public washrooms, community hall or auditorium and parcel pick-up stations. Landlord hereby expressly reserves the right, from time to time, to construct, maintain, replace, remove and operate lighting and other facilities, equipment and signs on all of said Common Areas; to police the same; to change the area, level, location and arrangement of the parking areas and other facilities forming a part of said Common Areas; to build multi-story parking facilities; to restrict parking by Tenant and other tenants and occupants of the Shopping Center and their respective employees, agents, subtenants, concessionaires, licensees, customers and invitees; to enforce parking charges (by operation of meters or otherwise); to close temporarily all or any portion of the Common Areas for the purpose of making repairs or changes thereto or to effect construction, repairs or changes within the Shopping Center, and to discourage non-customer parking; and to establish, modify, revoke and enforce reasonable rules and regulations with respect to the Common Areas and the use to be made thereof. Tenant shall make no claim against Landlord by reason of Landlord's failure to uniformly enforce such rules and regulations against all tenants and occupants of the Shopping Center. Tenant shall, upon request, promptly furnish to Landlord the license numbers of the vehicles operated by Tenant, its concessionaires and licensees, and their respective officers, agents and employees. In the event Landlord promulgates rules and regulations designating specific areas in which vehicles owned or operated by Tenant, its concessionaires and licensees, or any of the respective officers, employees and agents, must be parked and prohibiting the parking of any such vehicles in any other part of the Common Areas, Landlord may cause to be towed away any such vehicles which are parked in Common Areas in violation of such rules and regulations, at the expense of Tenant, and Tenant (i) waives liability to Landlord and (ii) agrees to indemnify, defend and save free and harmless Landlord, from and against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments by or in favor of Tenant's concessionaires and licensees, or any of their respective officers, employees and agents, in the event that such towing is done. Tenant further agrees, after notice thereof, to abide by such rules and regulations and to use its best efforts to cause its concessionaires, licensees, officers, employees, agents, customers and invitees to abide thereby. Tenant is hereby given a non-exclusive and non-transferable license (in common with all others to whom Landlord has or may hereafter grant rights) to use, during the Lease Term, the Common Areas of the Shopping Center as they may now or at any time during the Lease Term exist, provided, however, that if the size, location or arrangement of such Common Areas or the type of facilities at any time forming a part thereof be changed or diminished, Landlord shall not be subject to any liability therefor, nor shall Tenant be entitled to

any compensation or diminution or abatement of rent therefor, nor shall such change or diminution of such areas be deemed a constructive or actual eviction. In order to establish that all or any portion of the Shopping Center is and will continue to remain private property and to prevent the dedication thereof or the accrual of any rights to any person or to the public therein, Landlord hereby reserves the unrestricted right to close to the general public all or any portion of the Shopping Center owned, leased or controlled by Landlord to the extent and for the period necessary to prevent such dedication or accrual, and, in connection therewith, to seal all entrances to the Shopping Center, or any portion thereof. Landlord shall operate, manage, equip, light, repair, replace and maintain the Common Areas and keep order and security therein all in such manner as Landlord, in its reasonable discretion, may from time to time determine, and Landlord shall have the right and exclusive authority to employ and discharge all personnel connected therewith.

(b) "Operating Costs" shall mean the total costs and expenses incurred in operating, managing, equipping, cleaning, lighting, repairing, replacing and otherwise maintaining the Shopping Center, and maintaining order and security therein, including, without limitation, personal property taxes; surcharges levied upon or assessed against parking spaces or areas, payments toward mass transit or car pooling facilities or otherwise as required by Federal, State or local governmental authorities; costs for Landlord's compliance with any Legal Requirements; costs and expenses in connection with maintaining Federal, State or local governmental ambient air and environmental standards; the cost of all materials, supplies and services purchased or hired therefor; the cost and expense of installation and maintenance of pylon signs, handicap access or directional signs; the cost and expense of landscaping, gardening and planting, cleaning, removal of snow and ice, painting (including line painting), decorating, paving, lighting, sanitary control, and removal of trash, garbage and other refuse; heating, ventilating and air conditioning of the enclosed portions of the Common Areas, if applicable, and all other spaces owned by Landlord; fire protection; water and sewerage charges; management fees; professional fees; operation of loudspeakers and any other equipment supplying music and/or public announcements to the Common Areas or any parts thereof; public address systems; operation of public toilets; installing and renting of signs; maintenance, repair and replacement of roofs and exterior portions of the building; utility systems, including water, sanitary sewer and storm water lines and other utility lines, pipes and conduits; depreciation of heating, ventilating and air conditioning equipment; depreciation of machinery, apparatus, and equipment, or the rental charges for such machinery and equipment; the cost of personnel (including applicable payroll, state and federal unemployment taxes, worker's compensation, insurance, fringe benefits and disability insurance) to implement all of the foregoing, including policing and the directing of traffic and parking of automobiles on the parking areas thereof; administrative costs, and an overhead cost equal to fifteen (15%) percent of the total Operating Costs. Landlord may, however, cause any or all of said services to be provided by independent contractors.

(c) Tenant shall pay as additional rent to Landlord Tenant's Share of Operating Costs from and after the Effective Date and continuing through the Term of this Lease. From the date on which Tenant's obligations under this Section begin to accrue through the balance of Landlord's "Operating Year" (which shall be a fiscal period determined by Landlord in its sole discretion), Tenant shall pay to Landlord additional rent with respect to Operating Costs at an estimated rate of \$13,566.00 (the "Initial Estimated Operating Costs") payable on the first day of each month. For each Operating Year thereafter, Tenant shall pay to Landlord, as its estimated payment on the first (1st) day of each calendar month, one-twelfth (1/12th) of the greater of (i) the Initial Estimated Operating Costs or (ii) the amount of Tenant's Operating Costs liability for the preceding Operating Year (pro rated for the first Operating Year if Tenant's obligations under this Paragraph begin to accrue on a day other than the first day of such Operating Year). Landlord shall notify Tenant of the actual amount due by Tenant for the preceding Operating Year. If Tenant has paid less than the actual amount due, Tenant shall pay the difference within ten (10) days of receipt of notice from Landlord. If the Term of this Lease shall begin or end other than on the first or last day of a Operating Year, these charges shall be billed and adjusted on the basis of such fraction of a Operating Year. Tenant's obligations with respect to payments due pursuant to this Paragraph shall survive the expiration or termination of this Lease.

(d) In the event of any dispute, Tenant shall pay the amount of the Landlord's bill or statement hereunder and such payment shall be without prejudice to Tenant's position. If the dispute shall be determined in Tenant's favor, by agreement or otherwise, Landlord shall pay to Tenant the amount of Tenant's overpayment resulting from such compliance by Tenant. Any such bill or statement shall be deemed binding and conclusive if Tenant fails to object thereto in writing (stating the reason therefor); within thirty (30) days after the date the same has been furnished by Landlord to Tenant.

(e) After the first full Operating Year, Tenant's Share of Operating Costs for each Operating Year thereafter shall not increase by more than five percent (5%) of the amount of Tenant's Share of Operating Costs for the immediately preceding Operating Year, excluding the costs of snow removal and sanding, common area utilities, security and insurance for which Tenant shall pay its full Tenant's Share. Notwithstanding anything contained herein to the contrary, in the event Tenant exercises its Renewal Option, Tenant's Share of the Operating Costs for the first full Operating Year of the Renewal Option shall be its full Tenant's Share, without any cap, based on Operating Costs for that Operating Year, and will not increase in any Operating Year thereafter by more than five percent (5%) of the amount of Tenant's Share for the immediately preceding Operating Year, excluding the costs of snow removal and sanding, common area utilities and insurance for which Tenant shall pay its full Tenant's Share."

(E) Insurance. The following provisions shall be added to the Existing Lease as Article XVI:

"Landlord may carry all types of insurance coverage with respect to the Shopping Center, including, without limitation, fire, rent, public liability, personal and bodily injury and property damage liability, automobile coverage, vandalism and malicious mischief, casualty and all broad form coverages, and sign insurance, all in limits and with companies selected by Landlord including deductibles thereunder in the event of any claim(s) ("Insurance Costs"). Tenant shall pay as additional rent to Landlord Tenant's Share of the Insurance Costs from and after the Effective Date and continuing through the Term of this Lease. Said percentage of the total amount of the Insurance Costs for the year in question shall be due and payable by Tenant within ten (10) days of Landlord's rendition of a bill therefor to Tenant. Alternatively, Landlord shall have the right to bill Tenant therefor monthly on an estimated basis at an initial estimated rate of \$1,020.00, payable on the first day of each month. If Tenant has paid less than the actual amount due for any period of time, Tenant shall pay the difference within ten (10) days of Landlord's rendition of a bill therefor. Tenant's obligations with respect to payments due pursuant to this paragraph shall survive the expiration or termination of this Lease. Tenant shall have no rights in any policy or policies maintained by Landlord and shall not, by reason of payment by Tenant of the additional rent with respect to the Insurance Costs, be entitled to be a named insured thereunder. Landlord, in its sole discretion, shall have the right to include the Insurance Costs as part of the Operating Costs."

9. Landlord, at its own cost and expense, shall promptly commence and complete in the New Premises the work described in Exhibit 2 as "Landlord's Work". If there shall be any "Tenant Delays" (hereinafter defined) then Landlord shall not be responsible for any such Tenant Delays, and the Effective Date shall be accelerated one day for every day that substantial completion is delayed as a result of a Tenant Delay. "Tenant Delays" shall mean: (i) delays in the submission of "Tenant's Plans" (hereinafter defined) and delays beyond the time period permitted in this Lease for the resubmission and final completion of Tenant's Plans (if required by changes or comments made to the Tenant's Plans originally submitted); (ii) delays caused by changes to Tenant's Plans after their approval by Landlord; (iii) failure or delays of performance diligently and expeditiously of any alterations or delays of delivery of any materials, supplies or equipment to be furnished to or by Tenant or any supplier of Tenant; and (iv) delays resulting from interference by Tenant or any agent or supplier of Tenant in the performance of any aspect of Landlord's Work. "Substantially completed" and "substantial completion" shall mean the date when Landlord's Work then remaining to be done, if any, consists

of minor "punchlist items" and shall have reached that stage of completion such that Tenant could either use or occupy the Leased Premises or Tenant could then proceed to complete Tenant's alterations without substantial interference by reason of those items still required to complete Landlord's Work. Further, the taking of possession of the Leased Premises or any portion or portions thereof by Tenant following Tenant's receipt of notice from Landlord of substantial completion of Landlord's Work in respect thereof, or otherwise, shall be conclusive evidence that substantial completion was, in fact, achieved, but Tenant shall have ten (10) days after Tenant's receipt of Landlord's notice of substantial completion to give Landlord notice of any "punch list" items remaining to be completed. In the event that any requests for changes or additions in Landlord's Work are made by Tenant and approved by Landlord, and such requests extend the estimated time for substantial completion of Landlord's Work, such estimate to be determined solely by Landlord or Landlord's contractors or subcontractors hired to perform said required work, then for the purposes hereof, Landlord's Work shall be deemed to have been substantially completed at such time as, in the sole judgment of Landlord or said contractors or said subcontractors, Landlord's Work would have been substantially completed, except for the delay caused by or in any manner related to the requests of Tenant made as aforesaid. Nothing in the preceding sentence shall be construed as requiring Landlord to grant, approve or comply with any such requests for changes or additions. Notwithstanding the foregoing, in the event that Tenant shall commence possession or day-to-day operations in the Leased Premises prior to when Landlord's Work has been substantially completed, then for all purposes of this Lease, Landlord's Work shall be deemed to have been substantially completed on the date Tenant commenced such possession or day-to-day operations in the Leased Premises. Landlord shall provide Tenant with ten (10) days prior written notice of when Landlord anticipates delivering the New Premises to Tenant.

10. Upon Landlord's delivery of possession thereto to Tenant and upon substantial completion of Landlord's Work, Tenant shall, at its own cost and expense, promptly commence and diligently complete Tenant's Work as described on Exhibit 2. Tenant hereby covenants and agrees, at its sole cost and expense, to complete Tenant's Work in accordance with the terms and conditions set forth herein and in the Existing Lease, including, without limitation, Section 7.2. Tenant's Work shall mean all work, decorations, additions, and alterations other than Landlord's Work which may be proposed to be undertaken by or for the account of Tenant to prepare, equip, decorate and furnish the Leased Premises for Tenant's initial and/or continued use and occupancy, all in conformity with the standards of quality of construction of the Shopping Center as determined by Landlord. For any alterations or repairs that involve penetration or cutting of the roof surface, Tenant must first obtain Landlord's written consent and Tenant agrees to employ Landlord's roofing contractor (at Tenant's sole cost and expense), thereby ensuring that the roofing bond and/or warranty will remain in full force and effect, and the maintenance of Tenant's roof work will be the sole responsibility of Tenant, including the repair of adjoining areas of the Shopping Center that might be affected due to water penetration from Tenant's roof work.

Tenant's Work which is performed by or on behalf of Tenant, shall be done in such a manner so as not to: (i) interfere with, delay or impose any expense upon Landlord in the maintenance of the Shopping Center; (ii) physically affect any part of the Shopping Center outside of the interior of the Leased Premises (except for Tenant's signs, as may be set forth herein and in the Existing Lease); nor (iii) in Landlord's sole judgment, impair the structural integrity of any building, affect the proper functioning of any of the mechanical, electrical, HVAC, plumbing, sanitary or other systems of the Shopping Center, nor violate any of Landlord's rules or regulations affecting the Shopping Center or the Leased Premises. Without limiting Landlord's remedies for Tenant's breach or threatened breach of any of the foregoing or of any provisions of the Lease, Landlord shall have the right to immediately stop any alterations, work, improvements, changes, installations, repairs or maintenance which involves such a breach or threatened breach.

Within thirty (30) days after the date of this Amendment and prior to the performance of any alterations, Tenant, at Tenant's sole cost and expense, shall cause to be prepared and delivered to Landlord,

complete, detailed architectural, mechanical and electrical drawings and specifications therefor ("Tenant's Plans"). Tenant's Plans shall be subject to Landlord's prior written approval. Tenant shall have five (5) days from notice from Landlord to respond to any comments or changes requested by Landlord and to resubmit two (2) copies of revised Tenant's Plans. If, as and when Landlord shall approve Tenant's Plans the same shall become final and three (3) copies thereof shall be signed by Landlord and Tenant, two (2) sets to be retained by Landlord and one (1) set to be retained by Tenant. Tenant's Plans shall not be changed without the prior written approval of Landlord in each instance. Landlord's approval of Tenant's Plans shall not constitute an opinion or agreement by Landlord that the same are structurally sufficient or that they are in compliance with Governmental Requirements, nor shall such approval impose any present or future liability on Landlord or waive any of Landlord's rights hereunder. Approval by Landlord of Tenant's Plans shall not constitute a waiver by Landlord of the right to thereafter require Tenant to amend same to provide for omissions or errors therein later discovered by Landlord. Tenant, at Tenant's sole cost and expense, or at Landlord's election, Landlord, at Tenant's sole cost and expense, shall perform the appropriate filings, if necessary, with governmental agencies having jurisdiction and obtain such approvals and permits as required for the construction of the work depicted on Tenant's Plans. Original prints of Tenant's Plans bearing necessary government approvals shall be the property of Landlord.

All alterations shall be conducted under the supervision of an architect or engineer and a general contractor selected by Tenant and approved by Landlord. Prior to commencing any alterations, Tenant shall deliver to Landlord the name and address of Tenant's subcontractors, material suppliers and laborers, and a breakdown of the aggregate total cost of the alterations. Tenant will perform all alterations with reasonable dispatch, using only new, first class materials and supplies, in a good and workmanlike manner in accordance with Tenant's Plans and with all Governmental Requirements and any and all approvals, permits, licenses or consents required by any ordinance, law or public regulations or by any authority at any time having jurisdiction. Tenant warrants that all alterations, when completed, will comply with all Governmental Requirements, and that the Shopping Center shall not violate any Governmental Requirements as a result of any alterations.

The cost of all alterations shall be paid by Tenant in cash or its equivalent, so that the Leased Premises and Shopping Center shall at all times be free of liens for labor and materials supplied in connection with all alterations. If at any time the Leased Premises or Shopping Center shall be encumbered by any mechanics' or other liens, charges or claims for the payment of money or otherwise, or any violations or other encumbrances of any and all kinds, nature and description, growing out of or connected with any alterations or any other matter pertaining to Tenant, then Tenant shall, within ten (10) days after receipt of notice of same or request by Landlord, prove to the satisfaction of Landlord that every such claim and charge has been fully paid, provided for, and discharged or bonded. Without limiting Tenant's liability for failure to comply with this paragraph, if Landlord bonds or discharges any mechanic's or other lien upon Tenant's failure to do so, then, in addition to the cost of such bonding or discharging and all other costs and disbursements which Tenant would owe to Landlord, Tenant shall also pay to Landlord the actual legal fees incurred in connection therewith.

Landlord, its architects, engineers, agents and employees may enter upon and inspect the Leased Premises for the purpose of ensuring that alterations conform with the requirements herein contained and for any other purpose. At the site, Tenant shall keep all plans, shop drawings and specifications relating to such work and Landlord may examine same at all reasonable times. If required by Landlord, Tenant shall also furnish Landlord with copies thereof. If during such work Landlord, its architects or engineers shall determine that the work is not proceeding in accordance with Tenant's Plans and shall give written notice to Tenant specifying the particular deficiency or omission, Tenant shall thereupon promptly correct said deficiency or omission.

Promptly following the completion of any alterations, and as soon as reasonably feasible, Tenant shall

obtain and furnish to Landlord (i) all appropriate certifications from all authorities having jurisdiction (including a certificate of occupancy or permanent certificate of occupancy, as the case may be) to the effect that all alterations have been performed and completed in accordance with Tenant's Plans and with all Governmental Requirements, and (ii) a full set of true, complete, and correct as-built plans for the Leased Premises. No alterations shall be undertaken until Tenant shall have procured and paid for, so far as the same may be required from time to time, all permits and authorizations of all municipal departments and governmental subdivisions having jurisdiction. No fixtures, furniture, equipment, appliances, furnishings or any other items supplied by Tenant to the Leased Premises shall be subject to any conditional sales agreements, security agreements or other encumbrances without Landlord's prior written consent.

For any and all Tenant's Work with respect to the Leased Premises, Tenant and all of its contractors and subcontractors will carry adequate Builder's Risk Insurance, Commercial General Liability Insurance, Worker's Compensation Insurance in amounts reasonably satisfactory to Landlord and such other insurance as may be reasonably required by Landlord and by law.

11. Provided Tenant is not in default beyond any applicable notice and cure period, and Tenant is open and operating, if at any time during the Term, Bed Bath & Beyond, Inc. ("Bed Bath") is operating in less than seventy-five percent (75%) of its demised premises at the Shopping Center, except for remodeling, casualty or condemnation (the "Closing"), for a period of one hundred eighty (180) consecutive days, then commencing with the one hundred eighty-first (181st) day after the Closing, Tenant shall have the right to terminate upon one hundred eighty (180) days' prior written notice to Landlord until a replacement tenant is open for business in at least seventy-five percent (75%) of the former Bed Bath demised premises or Bed Bath, or its affiliates, successor or assigns, has re-opened for business in at least seventy-five percent (75%) of the Bed Bath demised premises. In the event Tenant terminates this Lease pursuant to this Article, the Lease shall terminate as of the date specified in such notice ("Termination Date") as if such date were the scheduled expiration date of the Lease. In such event, Tenant shall vacate the Leased Premises on or before Termination Date in accordance with the terms of the Lease. Unless Tenant terminates pursuant to the above, the Lease shall continue to be in full force and effect and Tenant shall continue paying Minimum Annual Rent, additional rent and all other charges as originally set forth herein. Time is of the essence with respect to this Paragraph. The remedies afforded Tenant herein pursuant to this Paragraph, shall be Tenant's sole and exclusive remedies with respect to any such breach of the co-tenancy requirement herein..

12. Notices; Address for Payment of Rent. The addresses for the delivery of notices, bills and the payment of rent and other sums under the Lease shall be modified as follows:

- (a) Landlord's address for rental and other payments shall be:
Acadia Cortlandt LLC
c/o Acadia Realty Trust
1311 Mamaroneck Avenue, Suite 260
White Plains, New York 10605
- (b) Landlord's address for notices and correspondence shall be:
Acadia Cortlandt LLC
c/o Acadia Realty Trust
1311 Mamaroneck Avenue, Suite 260
White Plains, New York 10605
Attention: Legal Department

Telephone No. 914-288-8100
Facsimile No. 914-428-3646

- (c) Tenant's address for bills, notices and correspondence shall be:
Jennifer Convertibles, Inc.
417 Crossways Park Drive
Woodbury, New York 11797
Telephone No.
Facsimile No.

With a copy via regular mail to:
Law Offices of Wincig & Wincig
137 Fifth Avenue
9th Floor
New York, New York 10010
Attention: Owen Wincig, Esq.

13. No Broker. Tenant covenants, warrants and represents to Landlord that there was no broker, finder, or similar person entitled to a commission, fee or other compensation, instrumental in consummating this Amendment and that no conversations or prior negotiations were had by Tenant or anyone acting on behalf of Tenant with any broker, finder or similar person concerning this Amendment. Tenant agrees to indemnify, defend and hold Landlord harmless against and from all losses, costs, expenses, damages and liabilities, including reasonable attorneys' fees and disbursements, arising from any claims for brokerage commissions, finder's fees or other compensation resulting from or arising out of any conversations, negotiations or actions had by Tenant or anyone acting on behalf of Tenant with any broker, finder or similar person. The provisions of this paragraph shall survive the expiration or earlier termination of the Lease.

14. PATRIOT ACT - OFAC CERTIFICATION AND INDEMNIFICATION. Tenant certifies that: (i) Tenant is not (nor is any principal, member, officer, agent or any person or entity having an ownership interest in Tenant (collectively, the "Tenant Parties") designated as a terrorist, "Specially Designated National and Blocked Person" or other banned or blocked person, entity, nation or transaction pursuant to any Executive Order, law, order, rule, regulation, statute or other official documentation issued, enforced or administered by the United States Treasury Department, the Office of Foreign Assets Control or by any other official governmental body of the United States of America; and (ii) Tenant is not (nor is any Tenant Party) engaged in this transaction, directly or indirectly on behalf of, or acting, instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify, and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including, but not limited to, attorneys' fees, costs and expenses) arising from or related to any breach of the foregoing certification.

15. Miscellaneous Provisions. A. Landlord and Tenant hereby acknowledge and agree that, as of the date hereof: (a) all rent abatements accrued on or before the date hereof have been satisfied and there are no sums owing by Landlord to Tenant in connection therewith; (b) with respect to the initial construction of all or any portion of the Existing Premises and Tenant's initial occupancy thereof, any work required to be performed by Landlord has been substantially completed, Landlord has no further obligation to perform any work or supply any materials, and there are no sums due or owing from Landlord to Tenant; and (c) Tenant is currently in possession of, and operating Tenant's business in, the Existing Premises, is fully familiar and satisfied with the condition of the Existing Premises and is leasing the Existing Premises in "as is" condition.

B. This Amendment may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, agreement or discharge is sought.

C. This Amendment shall be binding upon, and inure to the benefit of, the parties hereto and their respective legal representatives, successors and assigns. This Amendment shall not be construed against the party who caused the same to be prepared. The signatory of this document on behalf of Tenant represents that he/she is a duly appointed officer or representative of Tenant and is duly authorized to execute this document on behalf of Tenant. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The captions hereof are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Amendment nor the intent of any provision thereof.

D. Except as modified by this Amendment, the Existing Lease and all the terms, covenants, conditions, provisions and agreements thereof are hereby in all respects ratified, confirmed and approved. This Amendment contains the entire understanding between the parties with respect to the matter contained herein. No representations, warranties, covenants or agreements have been made concerning or affecting the subject matter of this Amendment, except as are contained herein.

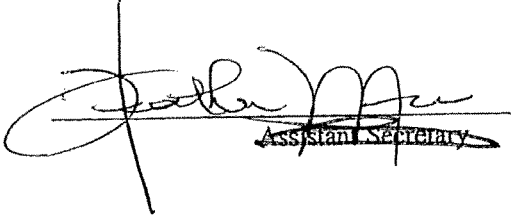
16. No Offer. The submission of this Amendment to Tenant shall not be construed as an offer, nor shall Tenant have any rights with respect hereto, unless and until Landlord shall execute a copy of this Amendment and unconditionally deliver the same to Tenant.

17. Right To Terminate. Notwithstanding anything contained herein to the contrary, provided Tenant is open and operating in the Demised Premises and is not in default under the terms and conditions of the Lease beyond any applicable notice and cure period, in the event Tenant is prevented from selling conventional mattresses, box springs, brass beds, wood beds and/or conventional beds or headboards in the Demised Premises solely because Sleepy's, Inc. obtains an injunction or other document provided by the local governing court system preventing such use, then Tenant shall have the right to terminate the Lease upon thirty (30) days' prior written notice to Landlord. In the event Tenant terminates this Lease pursuant to this paragraph, the Lease shall terminate as of the date specified in such notice ("Termination Date") as if such date were the scheduled expiration date of the Lease. In such event, Tenant shall vacate the Demised Premises on or before the Termination Date.

[SIGNATURES ON FOLLOWING PAGE]

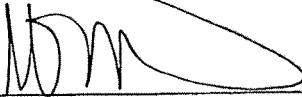
IN WITNESS WHEREOF, the parties have respectively signed this Amendment as of the day and year first above written.

ATTEST:


~~Assistant Secretary~~


LANDLORD:

Acadia Cortlandt LLC,
a Delaware limited partnership

By: 
Name: Robert Masters
Title: Senior Vice President

TENANT:

Jennifer Convertibles, Inc,
a Delaware corporation

~~ATTEST:~~

Name: OWEN WINCIG
Title: Secretary

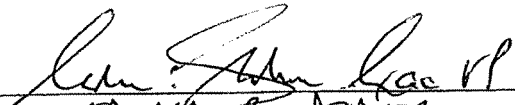
By: 
Name: EDWARD B. JODNER
Title: EXECUTIVE V.P.

EXHIBIT I TENANT LEASE PLAN

This Exhibit is intended only to show the general location and layout of the Leased Premises and the Shopping Center as of the effective date of this Amendment, and should not be used for any other purpose. All areas, proportions, dimensions, measurements, locations, buildings, improvements, and any and all other matters shown on this Exhibit are approximate only, and may not exist as shown, and shall not be a warranty, representation or agreement on the part of Landlord that the Shopping Center, or any part thereof, including but not limited to the Leased Premises, will be exactly as indicated on this Exhibit.

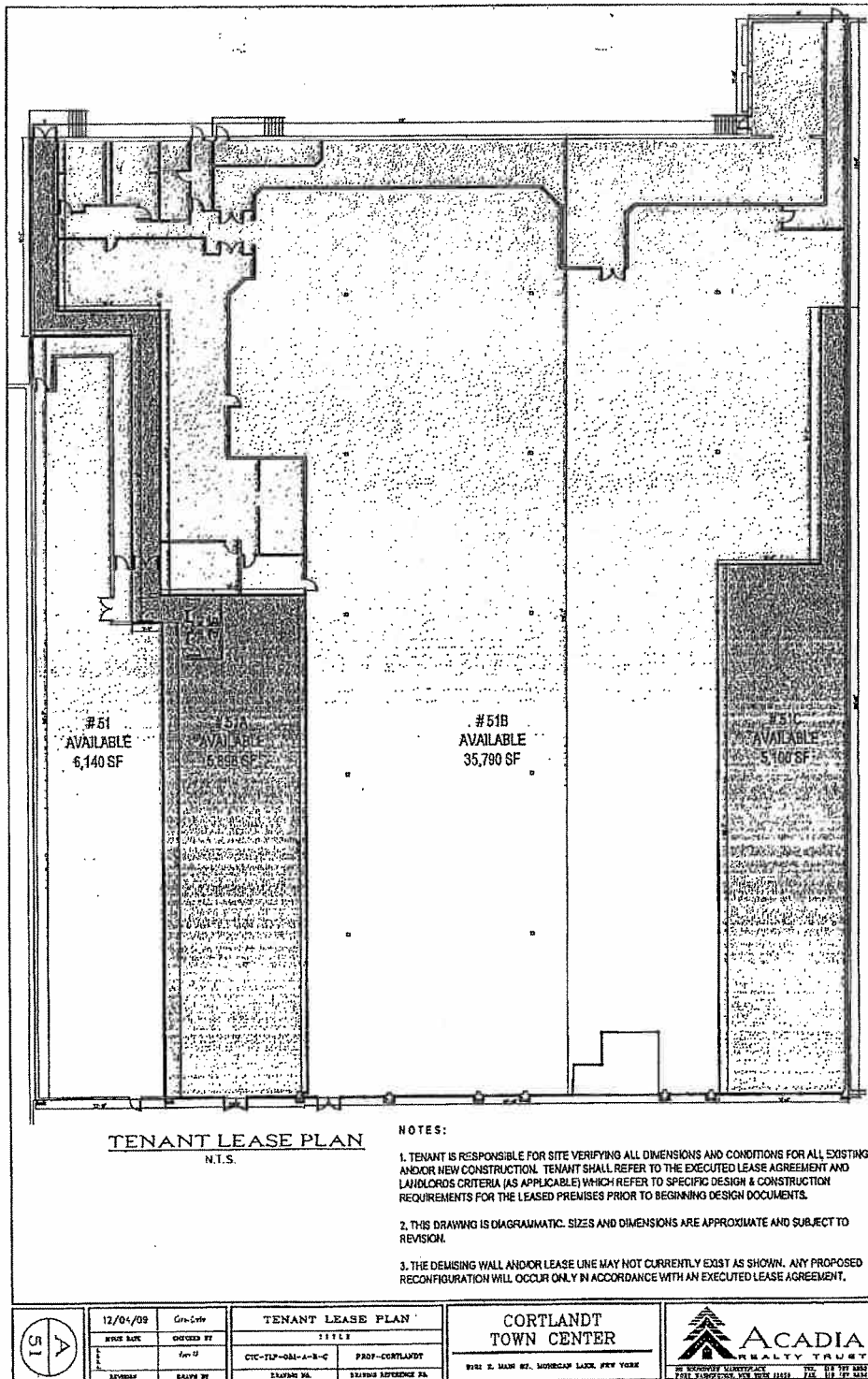


EXHIBIT 2
LANDLORD'S WORK AND TENANT'S WORK

STORE # 51C
SITE LOCATION: Cortlandt Towne Center
TENANT: Jennifer Convertibles, Inc.
STORE SIZE: 5,100

SMALL STORE CONSTRUCTION SPECIFICATIONS

I. GENERAL:

- A. These specifications define the scope of construction work to be furnished and installed by Landlord if not already existing. To the extent that any items regarding Landlord's Work are already existing, such items will be delivered by Landlord in "As Is" condition. All work not contained herein, or specifically excluded, shall be Tenant's obligation, and shall be done at no cost to Landlord as part of Tenant's Work (as hereinafter defined).
- B. All Tenant's Work shall be installed in accordance with the terms of this Lease, all Legal Requirements, and Landlord's design, construction, and labor standards. Notwithstanding anything else contained herein, Tenant, and not Landlord, shall have the responsibility for obtaining a permanent Certificate of Occupancy (or equivalent, if a Certificate of Occupancy is not normally issued in the jurisdiction where the Leased Premises is located), and such other permits or certificates as may be required under Legal Requirements with respect to Tenant's Work, the Leased Premises, Tenant's use and occupancy of the Leased Premises and the operation of Tenant's business in the Leased Premises.
- C. ~~Tenant shall pay, within thirty (30) days after execution of this Lease, for application deposits and installation charges for all utility meters.~~ *Landlord responsible to have tenant space separately metered.* (90)
- D. Except for Landlord's Work as set forth in this Exhibit "B", Tenant acknowledges and agrees that Landlord is not obligated to perform any work, supply any materials, incur any expense or make any improvements, changes, installations, alterations, repairs or replacements to the Leased Premises and/or the Shopping Center to put Tenant in occupancy or to permit Tenant to open for business.

II. LANDLORD'S WORK:

All general construction, mechanical construction, and interior finishes listed herein shall be furnished and installed at no cost to Tenant.

1. Demising Partitions *Entire space to be* metal studs and GWB taped and spackled ready for Tenant finishing per code. (90)
2. (1) ADA Bathroom -- per code of which the location will be as shown on Exhibit "B-1" to this Exhibit "B".
3. Floor - concrete slab on grade ready for Tenant flooring. *6' double* (90)
4. Storefront - to match the existing shopping center, with one (1) ~~6' x 7'-0"~~ *6' x 7'-0"* door with closure.
5. 3'-0" x 7'-0" HM rear door and frame with hardware (per code requirements).
6. Typical internally illuminated exit signs per code.
7. Typical duplex outlets on demising partitions only (20' OC).
8. 200 amp 3 phase electric service and panel box (voltage as available) of which the location will be as shown on Exhibit "B-1" to this Exhibit "B".
9. Suspended acoustical tile ceiling in sales area (approximately 10'-0" above floor) 2' x 4'-5/8" white mineral fiber random fissured tile with suspended white exposed "T" grid. (90)

10. Typical recessed 2' x 4' lay-in fluorescent light fixtures with four (4) 40 watt tubes, standard ballast and prismatic acrylic lens, one (1) row of lights per 10 feet of store frontage at 8'-0" OC in depth in sales area.
11. Rooftops HVAC unit (heating excluded in Florida) 1 ton per 400 S.F. of store area -- installed on roof curb (economizer not included). Exception to tonnage provided in Florida & Texas -- 1 ton per 350 S.F. of store area. Including duct work, diffusers, grills, thermostat & start up.
12. Sign band on existing façade.
13. Junction boxes at canopy for fascia sign. Tenant is to provide and install all signage, including, obtaining permits, and final electrical hook-ups.
14. Utilities stub to the Leased Premises.

III. TENANT'S WORK:

All items of work not listed as Landlord's Work under this Exhibit "B" shall be furnished and installed by Tenant, at Tenant's sole cost and expense (and at no cost to Landlord), in accordance with all Legal Requirements and the terms and provisions of this Lease, and to the extent such work involves other than the installation of movable trade fixture(s), then such work shall be performed only after Tenant has obtained Landlord's written approval of the working drawings and specifications therefore, which shall be prepared by a registered architect or professional engineer. Tenant's Work shall, include, but is not limited to:

1. All furnishings, decorating, interior and exterior signs, trade fixtures.
2. All storage shelving.
3. Interior partitions and doors (except toilet room partitions).
4. Security wiring and/or grilles, fire alarm system. ?
5. Special hardware, automatic door operations, sliding glass doors.
6. Storefront window platforms, show windows backgrounds, decorative and/or display lighting.
7. Tenant's equipment, including, but not limited to, show cases and counters, barber chairs, hair dryers, laundry machines, pressing equipment, boilers, hand sinks, etc..
8. Special plumbing, heating, ventilation and air conditioning, and electric work required for the installation of Tenant's equipment.
9. Tenant shall furnish and install all other lighting fixtures, panels, wiring, conduit, as may be required for Tenant's store fixtures and other equipment, at Tenant's sole cost and expense. It is Tenant's responsibility to obtain any metering devices. Landlord shall put the canopy lighting (exclusive of Tenant's sign) on a separate Landlord's meter.
10. Interior painting of walls and partitions (including toilet room).
11. Floor covering (including toilet room). etc.
12. Any and all other work, improvements, changes, installations, alterations, repairs and/or replacement to the Leased Premises to put Tenant in occupancy, to secure its Certificate of Occupancy (or equivalent, if a Certificate of Occupancy is not normally issued in the jurisdiction which the Leased Premises is located) and such other permits or certificates as may be required under Legal Requirements with respect to Tenant's Work, the Leased Premises, Tenant's use and occupancy of the Leased Premises and the operation of Tenant's business in the Leased Premises, and to permit Tenant to open for Tenant's business for the Permitted Use. Tenant shall construct all improvements to the Leased Premises according to plans and specifications prepared by Tenant and approved by Landlord. No work shall commence until Tenant has received written approval from Landlord.

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This message has been scanned for viruses and dangerous content by MailScanner, and is believed to be clean.

3/29/2010