

EXHIBIT D

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
In re: : Chapter 11
: :
JENNIFER CONVERTIBLES, INC., *et al.*,¹ : Case No. 10-13779 (ALG)
: :
Reorganized Debtors. : (Jointly Administered)
: :
-----X

**AFFIDAVIT OF ROBERT MASTERS,
SENIOR VICE PRESIDENT OF ACADIA CORTLANDT, LLC**

The undersigned, being duly sworn, hereby deposes and says as follows:

1. I am over the age of eighteen (18) years and I believe in the obligations of an oath.
2. I am the Senior Vice President of Acadia Cortlandt, LLC (“Acadia”) and I make this Affidavit in such capacity.
3. I further make this Affidavit in support of Acadia’s Motion for Permission to File a Late Objection to the Debtors’ Amended Cure Schedule, and Requesting the Court to Sustain Acadia’s Objection and to Enter an Order Directing Jennifer Convertibles, Inc. to Cure Its Default under the Lease by Making Immediate Payment of Outstanding Post-Petition Rent (the

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, if applicable, are: (i) Jennifer Convertibles, Inc. (4646); (ii) Jennifer Convertibles Boylston MA, Inc. (7904); (iii) Jennifer Chicago, Ltd. (0505); (iv) Elegant Living Management, Ltd. (5049); (v) Hartsdale Convertibles, Inc. (1681); (vi) Jennifer Management III Corp. (3552); (vii) Jennifer Purchasing Corp. (7913); (viii) Jennifer Management II Corp. (9177); (ix) Jennifer Management V Ltd. (9876); (x) Jennifer Convertibles Natick, Inc. (2227); (xi) Nicole Convertibles, Inc. (5985); (xii) Washington Heights Convertibles, Inc. (0783).

“Motion”). All capitalized terms used herein shall have the meanings given to them in the Motion.

4. Pursuant to the Delivery Date Notice dated August 17, 2010, Acadia delivered possession of the New Premises to Jennifer, with Landlord’s Work (as defined in the Second Amendment to Lease) substantially completed, as of August 27, 2010.

5. Jennifer was obligated to commence paying rent to Acadia on November 25, 2010, which was ninety (90) days after Acadia delivered possession of the New Premises to Jennifer.

6. Jennifer accepted delivery of the New Premises pursuant to the Delivery Date Notice and thereafter commenced preparing the New Premises for the opening and operation of its store (“Tenant’s Work”).

7. In connection with the Lease, Acadia and Jennifer established a successful course of dealing prior to the Debtors’ bankruptcy and continued to have an open dialogue thereafter regarding Tenant’s Work at the New Premises and Jennifer’s plans to open and operate its business at the New Premises.

8. By email dated October 18, 2010, Jennifer notified Acadia that it was ready to begin Tenant’s Work in the New Premises.

9. Jennifer continued to keep Acadia apprised of its progress at the New Premises.

10. Jennifer finished Tenant’s Work and opened for business at the New Premises on January 13, 2011, and received its Certificate of Occupancy on January 20, 2011.

11. Because Jennifer made it clear to Acadia that it was preparing the New Premises for its business and would operate the New Premises as a Jennifer Convertibles store, Acadia did not hire bankruptcy counsel to monitor the Debtors' bankruptcy but rather dealt directly with Jennifer on all issues concerning the Lease.

12. Thus, when Jennifer failed to pay rent to Acadia for the period commencing on November 25, 2010 in accordance with its obligations under the Lease, Acadia attempted to contact Jennifer's bankruptcy counsel to resolve the issue of outstanding rent, but to no avail.

13. Due to a personnel termination in the legal department at Acadia on or around the date of the Cure Notice, Acadia was unaware that it had received the Cure Notice.

14. Thus Acadia never filed an objection to the cure amount listed on the Amended Cure Schedule for the Lease – which the Debtors listed as \$0, even though Jennifer, as a party to the Lease, was fully aware that the proper cure amount as of January 13, 2011 was \$36,660, representing two (2) months outstanding rent under the Lease.

15. By Invoice dated February 1, 2011, mailed on or around January 23, 2011, Acadia billed Jennifer \$54,989.83 in back rent and related charges for the three (3) month period commencing on November 25, 2010. Jennifer did not object to the Invoice.

16. Although Jennifer did not object to the Invoice, Jennifer did not remit payment of the outstanding rent to Acadia. Accordingly, in early February 2011, Acadia engaged the undersigned counsel to pursue payment through this Court of outstanding post-petition rent due under the Lease. At that time, Acadia was still unaware that the Cure Notice had been served.

17. As of February 2, 2011, the bar date for objections to the Cure Notice, Jennifer was in default under the Lease in the amount of \$54,989.83. Jennifer, as a party to the Lease and having been sent the Invoice, was fully aware of the amount of outstanding rent under the Lease as of February 2, 2011.

18. As of the Confirmation Date, Jennifer was still in default under the Lease in the amount of \$54,989.83.

19. Jennifer has enjoyed continuous possession of the New Premises from August 27, 2010 through the present. The Lease rate for the period August 27, 2010 through February 28, 2011 was \$54,989.83, representing three (3) months rent under the Lease. Jennifer has failed to pay rent to Acadia for this period and thus is in default under the Lease.

 | s |
Robert Masters

Subscribed to and sworn before me,
this 7th day of April, 2011.

 | s |
Notary Public
My Commission Expires:
Commissioner of the Superior Court

