

# **Exhibit A**



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August 16, 2010

## VIA OVERNIGHT MAIL

Jordanna L. Nadritch  
Olshan Grundman Frome Rosenzweig & Wolosky LLP  
Park Avenue Tower  
65 East 55th Street  
New York, NY 10022

Re: In re: Jennifer Convertibles, Inc., et al.

Dear Jordanna:

We are counsel to Oakland Square, LLC, the successor landlord (the "Landlord") to the premises located at 3058 North Federal Highway, Fort Lauderdale, Broward County, Florida (the "Premises"), which is currently occupied by Jennifer Convertibles, Inc. ("Jennifer" or the "Debtor"). In furtherance of our recent discussions, I am writing regarding Jennifer's continued failure to perform certain obligations arising from a lease Jennifer entered into with Landlord's predecessor<sup>1</sup> on or about July 14, 1994 for use of the Premises (the "Lease"), as well as a March 22, 2010 settlement agreement entered into between Jennifer and the Landlord (the "Settlement Agreement"). For your reference, I enclose copies of both the Lease and Settlement Agreement.

As an initial matter, under Section 14.01 of the Lease, notice under the Lease must be given to certain specified parties on behalf of the Landlord. Despite this specification, Jennifer has failed to give notice to any of these designated parties since its July 18, 2010 bankruptcy filing. As a result, the Landlord has not received notice of any substantive pleadings or motions for relief filed during the bankruptcy. Going forward, please ensure that the Landlord's designated parties, as well as myself, are copied on anything related to Jennifer's bankruptcy filing, or any other developments which may affect the Landlord's substantive rights. The Landlord reserves all of its rights regarding any action taken thus far which it has not received sufficient notice.

Moreover, on August 12, 2010, the Landlord's property manager received a check dated August 1, 2010 for \$13,780.00 (the "August Payment"). While the check did not include any detail regarding what it pertained to, given that under the Lease rent for the Premises is due to

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<sup>1</sup> Landlord's predecessor is Hale Piano and Organ, Inc. ("Hale"). On or about February 25, 2000, Hale assigned the Lease to the Landlord and, thereafter, Jennifer paid rent to the Landlord in accordance with the terms of the Lease.



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the Landlord the first of every month, the Landlord believes that the August Payment is on account of Jennifer's August 2010 rent of the Premises (\$13,000.00 rent + 6% sales tax). Please alert me immediately if the August Payment is not on account of Jennifer's August 2010 rent of the Premises.

Notwithstanding the purpose of the August Payment, the Landlord believes it is owed more than \$13,780.00 under the Lease and Settlement Agreement. Specifically, the August Payment does not account for any of the August Premises Expenses (as provided for and defined under section 5.01 of the Lease) for which Jennifer is liable. Thus, while the Landlord plans on depositing the check for the August Payment, it is doing so without prejudice to or waiver of any of its rights, given that the amount of the August Payment is insufficient.

Aside from the insufficiency of the August Payment, Jennifer also has ignored the terms of the Settlement Agreement regarding the payment to Landlord of July 2010 rent and taxes. Specifically, the Settlement Agreement provides that on July 1, 2010, Jennifer shall pay the Landlord (i) \$13,000.00 in July rent (not including sales tax) and (ii) \$5,386.48 for real estate taxes (collectively, the "July Payment"). Jennifer failed to make the July Payment to the Landlord despite Jennifer's occupancy of the Premises. As you are aware, on July 18, 2010, Jennifer filed a voluntary petition (the "Jennifer Bankruptcy Case") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") for relief under chapter 11 of the Bankruptcy Code. Thus, the Landlord occupied the premises for fourteen (14) days of July 2010 as a debtor-in-possession. Accordingly, demand is hereby made that Jennifer immediately pay to Landlord \$8,944.36 on account of Jennifer's postpetition rent (including sales tax) and real estate taxes in the Premises for July 18-31, 2010.<sup>2</sup>

Landlord reserves its right to seek relief before the Bankruptcy Court to compel Jennifer's immediate payment of all unpaid postpetition amounts due and owing under the Lease and Settlement Agreement or, alternatively, to seek the immediate eviction of Jennifer from the Premises for its continuing breach of the Lease and Settlement Agreement. Further, Landlord reserves the right to seek all fees and expenses that are incurred by it and its professionals in enforcing the terms of the Lease and Settlement Agreement.

Landlord specifically reserves all of its rights and remedies of any nature at law or in equity.

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<sup>2</sup> The Landlord reserves the right to augment this amount as a result of any July 2010 Premises Expenses. Furthermore, this demand is made without prejudice to Landlord's right to seek future administrative expenses from the Bankruptcy Court, and to file a proof of claim in the Jennifer Bankruptcy Case.



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We look forward to a prompt resolution of this matter. Please feel free to contact me should you have any questions or wish to discuss the enclosed.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Seth H. Lieberman', written over the typed name.

Seth H. Lieberman

SHL:rpm  
Enclosures

cc: Ben Weaver – Oakland Square, LLC (without enclosures)  
Mark R. Jacobs (without enclosures)