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Doc#: 1513944075 Fee: \$62.00  
RHSP Fee:\$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 05/19/2015 03:53 PM Pg: 1 of 13

(For Recorder's Use Only)

## SUBORDINATION, NONDISTURBANCE AND ATTORNMENMENT AGREEMENT (JPMCC 2007-CIBC19, Loan Nos. 991069321 and 991063438)

**THIS SUBORDINATION, NONDISTURBANCE, AND ATTORNMENMENT AGREEMENT** (this "Agreement") is entered into as of April 24, 2015 (the "Effective Date"), among U.S. BANK NATIONAL ASSOCIATION, A NATIONAL BANKING ASSOCIATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY IN ITS CAPACITY AS TRUSTEE FOR THE REGISTERED HOLDERS OF J.P. MORGAN CHASE COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-CIBC19 ("Lender"), whose address is c/o Berkadia Commercial Mortgage, LLC, Securitized Portfolio Management, Three Ravinia Drive, Suite 1200, Atlanta, Georgia 30346 (Re: JPMCC 2007-CIBC19 Loan Nos. 991069321 and 991063438), **BURLINGTON COAT FACTORY OF ILLINOIS, LLC**, an Illinois limited liability company ("Tenant"), whose address is 1830 Route 130, Burlington, New Jersey 08016, Attention: Lease Administration, and 1830 Route 130, Burlington, New Jersey 08017, Attention: Legal Department, and **120 ORCHARD, LLC**, A Delaware limited liability company ("Landlord"), whose address is 55 East Jackson Boulevard, Suite 500, Chicago, Illinois 60604, with reference to the following facts:

A. Landlord owns the real property known as Orchard Place Shopping Center and having a street address of 4801-4869 Golf Road, Skokie, Illinois 60077, such real property, including all buildings, improvements, structures and fixtures located thereon, (all or any portion thereof being referred to herein as the "Landlord's Premises"), as more particularly described on Exhibit A.

B. JPMorgan Chase Bank, N.A., a national banking association ("Original Lender") made a loan to Landlord's predecessor in the original principal amount of \$35,000,000.00 (the "Loan").

C. To secure the Loan, Landlord's predecessor encumbered Landlord's Premises by entering into that certain Mortgage and Security Agreement dated as of March 30, 2007, in favor of Original Lender (as amended, increased, renewed, extended, spread, consolidated, severed, restated, or otherwise changed from time to time, the "Security Instrument") recorded in the applicable land records of Cook County, Illinois.

D. Lender is now the holder of the Security Instrument and has authority to enter into this Agreement.

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E. Pursuant to a Lease Agreement dated as of \_\_\_\_\_, 2015 together with any amendments, modifications and renewals approved in writing by Lender to the extent such approval is required by the Security Instrument (the "**Lease**"), Landlord demised to Tenant a portion of Landlord's Premises ("**Tenant's Premises**").

F. Lender has been requested by Landlord and Tenant to enter into this Agreement, and Tenant and Lender desire to agree upon the relative priorities of their interests in Landlord's Premises and their rights and obligations if certain events occur.

**NOW, THEREFORE**, for good and sufficient consideration, Tenant and Lender agree:

1. **Definitions.** The following terms shall have the following meanings for purposes of this Agreement:
  - 1.1. "**Construction-Related Obligation**" means any obligation of Former Landlord (as hereinafter defined) under the Lease to make, pay for, or reimburse Tenant for any alterations, demolition, or other improvements or work at Landlord's Premises, including Tenant's Premises. "**Construction-Related Obligation**" shall not include: (a) reconstruction or repair following any fire, casualty or condemnation which occurs after the date of attornment hereunder, but only to the extent of the insurance or condemnation proceeds actually received by Successor Landlord for such reconstruction and repair, less Successor Landlord's actual expenses in administering such proceeds; or (b) day-to-day maintenance and repairs.
  - 1.2. "**Foreclosure Event**" means (a) foreclosure under the Security Instrument; (b) any other exercise by Lender of rights and remedies (whether under the Security Instrument or under applicable law, including bankruptcy law) as holder of the Loan and/or the Security Instrument, as a result of which Successor Landlord becomes owner of Landlord's Premises; or (c) delivery by Former Landlord to Lender (or its designee or nominee) of a deed or other conveyance of Former Landlord's interest in Landlord's Premises in lieu of any of the foregoing.
  - 1.3. "**Former Landlord**" means Landlord and/or any other party that was landlord under the Lease at any time before the occurrence of any attornment under this Agreement.
  - 1.4. "**Offset Right**" means any right or alleged right of Tenant to any offset, defense (other than one arising from actual payment and performance, which payment and performance would bind a Successor Landlord pursuant to this Agreement), claim, counterclaim, reduction, deduction, or abatement against Tenant's payment of Rent or performance of Tenant's other obligations under the Lease, arising (whether under the Lease or other applicable law) from acts or omissions of Former Landlord and/or from Former Landlord's breach or default under the Lease.
  - 1.5. "**Rent**" means any fixed rent, base rent or additional rent under the Lease.
  - 1.6. "**Successor Landlord**" means any party that becomes owner of Landlord's Premises as the result of a Foreclosure Event.

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- 1.7. **"Termination Right"** means any right of Tenant to cancel or terminate the Lease or to claim a partial or total eviction arising (whether under the Lease or under applicable law) from Former Landlord's breach or default under the Lease.
2. **Subordination.** The Lease, and all right, title and interest of the Tenant thereunder and of the Tenant to and in the Landlord's Premises, are, shall be, and shall at all times remain, subject and subordinate to the lien imposed by the Security Instrument, and all advances made under the Security Instrument.
3. **Payment to Lender.** In the event Tenant receives written notice (the "**Rent Payment Notice**") from Lender or from a receiver for the Landlord's Premises that there has been a default under the Security Instrument and that rentals due under the Lease are to be paid to Lender or to the receiver (whether pursuant to the terms of the Security Instrument or of that certain Assignment of Rents and Leases executed by Landlord as additional security for the Loan), Tenant shall pay to Lender or to the receiver, or shall pay in accordance with the directions of Lender or of the receiver, all Rent and other monies due or to become due to Landlord under the Lease, notwithstanding any contrary instruction, direction or assertion of Former Landlord. Landlord hereby expressly and irrevocably directs and authorizes Tenant to comply with any Rent Payment Notice, notwithstanding any contrary instruction, direction or assertion of Landlord, and Landlord hereby releases and discharges Tenant of and from any liability to Landlord on account of any such payments. The delivery by Lender or the receiver to Tenant of a Rent Payment Notice, or Tenant's compliance therewith shall not be deemed to: (i) cause Lender to succeed to or to assume any obligations or responsibilities as landlord under the Lease, all of which shall continue to be performed and discharged solely by the applicable Landlord unless and until any attornment has occurred pursuant to this Agreement; or (ii) relieve the applicable Former Landlord of any obligations under the Lease. Tenant shall be entitled to rely on any Rent Payment Notice. Tenant shall be under no duty to controvert or challenge any Rent Payment Notice. Tenant's compliance with a Rent Payment Notice shall not be deemed to violate the Lease. Tenant shall be entitled to full credit under the Lease for any Rent paid to Lender pursuant to a Rent Payment Notice to the same extent as if such Rent were paid directly to Former Landlord. Notwithstanding the foregoing, Tenant shall be under no obligation to pay any rent and all other monies due or to become due to Lender until five (5) days after Tenant receives written notice from Lender to do so. Any payments not sent to Lender during the referenced five (5) day period shall remain due and payable and if not sent to Lender during that time period, shall still be paid to the otherwise proper payee in accordance with the terms of the Lease.
4. **Nondisturbance, Recognition and Attornment.**
- 4.1. **No Exercise of Security Instrument Remedies against Tenant.** So long as (i) the Lease has not expired or otherwise been terminated by Former Landlord and (ii) there is no existing default under or breach of the Lease by Tenant that has continued beyond applicable cure periods (an "**Event of Default**"), Lender shall not name or join Tenant as a defendant in any exercise of Lender's rights and remedies arising upon a default under the Security Instrument unless applicable law requires Tenant to be made a party thereto as a condition to proceeding against Former Landlord or prosecuting such rights and remedies. In the latter case, Lender may join Tenant as a defendant in such action only for such purpose and not to terminate the Lease or otherwise diminish or interfere with Tenant's rights under the Lease or this Agreement in such action.

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- 4.2. Nondisturbance and Attornment. So long as (i) the Lease has not expired or otherwise been terminated by Former Landlord, (ii) an Event of Default has not occurred, and (iii) no condition exists which would cause or entitle Former Landlord to terminate the Lease on its terms, or to dispossess the Tenant that would not be an Event of Default, then, if and when Successor Landlord takes title to Landlord's Premises: (a) Successor Landlord shall not terminate or disturb Tenant's possession of Tenant's Premises under the Lease, except in accordance with the terms of the Lease and this Agreement; (b) Successor Landlord shall be bound to Tenant under all the terms and conditions of the Lease (except as provided in this Agreement); (c) Tenant shall recognize and attorn to Successor Landlord as Tenant's direct landlord under the Lease as affected by this Agreement; (d) the Lease shall continue in full force and effect as a direct lease, in accordance with its terms (except as provided in this Agreement), between Successor Landlord and Tenant; and (e) Successor Landlord shall have all the rights and remedies of the landlord under the Lease, including, without limitation, rights or remedies arising by reason of any Event of Default by Tenant under the Lease, whether occurring before or after the Successor Landlord takes title to the Landlord's Premises.
- 4.3. Protection of Successor Landlord. Notwithstanding anything to the contrary in the Lease or the Security Instrument, neither Lender nor Successor Landlord shall be liable for or bound by any of the following matters:
- a. Claims against Former Landlord. Any Offset Right or Termination Right that Tenant may have against any Former Landlord relating to any event or occurrence before the date of attornment, including any claim for damages of any kind whatsoever as the result of any breach by Former Landlord that occurred before the date of attornment; provided, however, Tenant shall have an Offset Right (i) in an amount not to exceed \$1,314,240.00 on account of the Total Allowance set forth in Article 1, Paragraph Q and Article 28, Paragraph F of the Lease, (ii) in an amount not to exceed \$300,000.00 on account of leasing commissions to Metro Commercial and to Newmark as described in Article 1, Paragraph P of the Lease, (iii) on account of repairs as set forth in Article 16, paragraph C. of the Lease, and (iv) on account of a fifty percent (50%) rent abatement for the first two (2) Lease Years as set forth in Article 1, paragraph I of the Lease, and Termination Rights as set forth in Article 17, paragraphs A and B, Article 20, and Article 28, paragraph D.(i) of the Lease. The foregoing shall not limit Tenant's right to exercise against Successor Landlord any Offset Right or Termination Right otherwise available to Tenant because of events occurring (1) before the date of attornment that are non-monetary in their genesis of which Tenant has timely given Lender its copy of the Default Notice set forth in Section 5.1 below and are continuing, and (2) after the date of attornment.
  - b. Construction-Related Obligations. Except as set forth in Section 4.3.a above, any Construction-Related Obligation of Former Landlord.
  - c. Prepayments. Any payment of Rent that Tenant may have made to Former Landlord for more than the current month.
  - d. Payment; Security Deposit. Any obligation: (a) to pay Tenant any sum(s) that any Former Landlord owed to Tenant or (b) with respect to any security

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deposited with Former Landlord, unless such security was actually delivered to Lender or to Successor Landlord.

- e. Modification, Amendment or Waiver. Any modification or amendment of the Lease, or any waiver of any terms of the Lease, made without Lender's written consent if such consent is required by the Security Instrument.
- f. Surrender, Etc. Any consensual or negotiated surrender, cancellation, or termination of the Lease, in whole or in part, agreed between Former Landlord and Tenant, unless effected unilaterally by Tenant pursuant to the express terms of the Lease.
- g. Partial Lease Assignment. Any assignment of one or more provisions of the Lease or the beneficial interest therein not constituting the whole of the Lease.
- ii. Covenants. Any covenants or obligations of or applicable to Former Landlord to the extent they apply to or affect any property other than Landlord's Premises.

## 5. Lender's Right to Cure

- 5.1. Notice to Lender. Copies of all notices and other communications given by Tenant to Former Landlord of a breach of or default under the Lease by Former Landlord shall also be simultaneously provided to Lender. Notwithstanding anything to the contrary in the Lease or this Agreement or the Security Instrument, before exercising any Termination Right or Offset Right, Tenant shall provide Lender with notice of the breach or default by Former Landlord giving rise to same (the "**Default Notice**") and, thereafter, the opportunity to cure such breach or default as provided for below.
- 5.2. Lender's Cure Period. After Lender receives a Default Notice, Lender shall have a period of thirty (30) days beyond the time available to Former Landlord under the Lease in which to cure the breach or default by Former Landlord, or, in the event that such cure cannot be completed within such cure period, Lender shall have such reasonable period of time as is required to diligently prosecute such cure to its completion. Lender shall have no obligation to cure (and shall have no liability or obligation for not curing) any breach or default by Former Landlord.

- 6. Exculpation of Successor Landlord. Notwithstanding anything to the contrary in this Agreement or the Lease, upon any attornment pursuant to this Agreement, the Lease shall be deemed to have been automatically amended to provide that Successor Landlord's obligations and liabilities under the Lease shall never extend beyond Successor Landlord's (or its successors' or assigns') interest, if any, in Landlord's Premises from time to time, including insurance and condemnation proceeds (except to the extent reinvested in the Landlord's Premises), Successor Landlord's interest in the Lease, and the proceeds from any sale or other disposition of Landlord's Premises by Successor Landlord (collectively, "**Successor Landlord's Interest**"). Tenant shall look exclusively to Successor Landlord's Interest (or that of its successors and assigns) for payment or discharge of any obligations of Successor Landlord under the Lease as affected by this Agreement. If Tenant obtains any money judgment against Successor Landlord with respect to the Lease or the relationship between Successor Landlord and Tenant, then Tenant shall look solely to Successor



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Landlord's Interest (or that of its successors and assigns) to collect such judgment. Tenant shall not collect or attempt to collect any such judgment out of any other assets of Successor Landlord.

## 7. Miscellaneous.

- 7.1. Notices. All notices or other communications required or permitted under this Agreement shall be in writing and given by personal delivery or by nationally recognized overnight courier service that regularly maintains records of items delivered. Each party's address is as set forth in the opening paragraph of this Agreement, subject to change by notice under this paragraph. Notices shall be effective upon delivery if sent by personal delivery and the next business day after being sent by overnight courier service.
- 7.2. Successors and Assigns. This Agreement shall bind and benefit the parties, their successors and assigns, any Successor Landlord, and its successors and assigns. Upon assignment of the Security Instrument by Lender, all liability of the Lender/assignor shall terminate.
- 7.3. Entire Agreement. This Agreement constitutes the entire agreement between Lender and Tenant and Landlord regarding the subordination of the Lease to the Security Instrument and the rights and obligations of Tenant, Lender and Landlord as to the subject matter of this Agreement.
- 7.4. Interaction with Lease and with Security Instrument. If this Agreement conflicts with the Lease, then this Agreement shall govern as between the parties and any Successor Landlord, including upon any assignment pursuant to this Agreement. This Agreement supersedes, and constitutes full compliance with, any provisions in the Lease that provide for subordination of the Lease to, or for delivery of non-disturbance agreements by the holder of, the Security Instrument. Lender confirms that Lender has consented to Landlord's entering into the Lease.
- 7.5. Lender's Rights and Obligations.
- a. Except as expressly provided for in this Agreement, Lender shall have no obligations to Tenant with respect to the Lease. If an assignment occurs pursuant to this Agreement, then all rights and obligations of Lender under this Agreement shall terminate, without thereby affecting in any way the rights and obligations of Successor Landlord provided for in this Agreement.
  - b. Neither this Agreement, the Security Instrument or any of the related loan documents, nor the Lease shall, prior to any acquisition of Landlord's Premises by Lender, operate to give rise to or create any responsibility or liability for the control, care, management or repair of the Landlord's Premises upon the Lender, or impose responsibility for the carrying out by Lender of any of the covenants, terms or conditions of the Lease, nor shall said instruments operate to make Lender responsible or liable for any waste committed on the Landlord's Premises by any party whatsoever, or for dangerous or defective conditions of the Landlord's Premises, or for any negligence in the management, upkeep, repair or control of the Landlord's Premises, which may result in loss, injury or death to Tenant, or to any tenant, licensee, invitee, guest, employee, agent or stranger.

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- c. Lender may assign to any person or entity its interest under the Security Instrument and/or the related loan documents, without notice to, the consent of, or assumption of any liability to, any other party hereto. In the event Lender becomes the Successor Landlord, Lender may assign to any other party its interest as the Successor Landlord without the consent of any other party hereto.
- 7.6. Landlord's Rights and Obligations. Nothing herein contained is intended, nor shall it be construed, to abridge or adversely affect any right or remedy of Landlord under the Lease, including upon the occurrence of an Event of Default by Tenant under the Lease. This Agreement shall not alter, waive or diminish any of Landlord's obligations under the Security Instrument, any of the related loan documents, or the Lease.
- 7.7. Option or Right to Purchase Landlord's Premises or the Loan. Notwithstanding any other provision contained herein, this Agreement does not constitute an agreement by nor a consent of Lender to any provision whatsoever in the Lease allowing or providing for any right or option to Tenant, any affiliate of Tenant or any successor or assignee of Tenant to purchase, in whole or in part, either Landlord's Premises or the Loan or any of the instruments or documents evidencing the Loan or securing payment of the Loan and neither Lender nor any assignee of or successor to Lender shall be bound in any way by any such right or option.
- 7.8. Interpretation; Governing Law. The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the internal laws of the state where the Landlord's Premises are located, excluding its principles of conflict of laws.
- 7.9. Amendments. This Agreement may be amended, discharged or terminated, or any of its provisions waived, only by a written instrument executed by the parties hereto.
- 7.10. Due Authorization. Each party represents that it has full authority to enter into this Agreement, which has been duly authorized by all necessary actions.
- 7.11. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- 7.12. Attorneys' Fees. All costs and attorneys' fees incurred in the enforcement hereof shall be paid by the non-prevailing party.
- 7.13. Headings. The headings in this Agreement are intended to be for convenience of reference only, and shall not define the scope, extent or intent or otherwise affect the meaning of any portion hereof.
- 7.14. WAIVER OF JURY TRIAL. THE TENANT AND THE LANDLORD EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, AFTER CAREFUL CONSIDERATION AND AN OPPORTUNITY TO SEEK LEGAL ADVICE, WAIVE THEIR RESPECTIVE RIGHTS TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY OF THE PROVISIONS OF THIS AGREEMENT, OR ANY OTHER DOCUMENTS EXECUTED IN CONJUNCTION HEREWITH, ANY TRANSACTION

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CONTEMPLATED BY THIS AGREEMENT, THE LANDLORD'S PREMISES, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF THE LANDLORD, TENANT OR LENDER. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE LENDER TO ENTER INTO THIS AGREEMENT.

**(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)**

Property of Cook County Clerk's Office



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IN WITNESS WHEREOF, this Agreement has been duly executed by Lender, Tenant and Landlord as of the Effective Date.

**LENDER:**

**U.S. BANK NATIONAL ASSOCIATION, A NATIONAL BANKING ASSOCIATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY IN ITS CAPACITY AS TRUSTEE FOR THE REGISTERED HOLDERS OF J.P. MORGAN CHASE COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-CIBC19**

By: LNR Partners, LLC, a Florida limited liability company, its attorney in fact

By: *Arnold Shulkin*  
Name: Arnold Shulkin  
Title: Vice President

STATE OF FLORIDA )  
  )  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 24 day of April, 2015, by Arnold Shulkin as Vice President of LNR Partners, LLC, a Florida limited liability company, as attorney-in-fact for U.S. BANK NATIONAL ASSOCIATION, A NATIONAL BANKING ASSOCIATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY IN ITS CAPACITY AS TRUSTEE FOR THE REGISTERED HOLDERS OF J.P. MORGAN CHASE COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-CIBC19, on behalf of the trust. He is personally known to me or has produced a driver's license as identification.

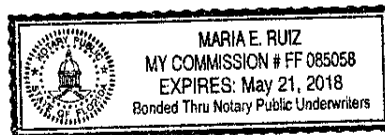
*Maria E. Ruiz*  
NOTARY PUBLIC, STATE OF FLORIDA

**Maria E. Ruiz**

Print or Stamp Name of Notary

My Commission Expires: May 21, 2018

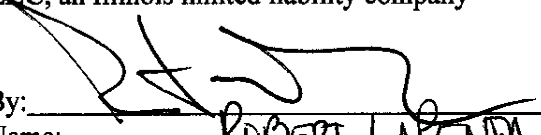
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**TENANT:**

**BURLINGTON COAT FACTORY OF ILLINOIS, LLC**, an Illinois limited liability company

By:   
 Name: ROBERT LAPENTA  
 Title: VP

STATE OF NEW JERSEY    )  
   )  
 COUNTY OF BURLINGTON)

The foregoing instrument was acknowledged before me this 20th day of March, 2015, by ROBERT LAPENTA as VP of BURLINGTON COAT FACTORY OF ILLINOIS, on behalf of the limited liability company. He is personally known to me or has produced a driver's license as identification.

  
 NOTARY PUBLIC, STATE OF NEW JERSEY

**DAWN L. WILSON**  
**NOTARY PUBLIC OF NEW JERSEY**  
 Print or Stamp Name of Notary    Commission Expires **3/10/19**

My Commission Expires:

[Notarial Seal]

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**LANDLORD:**

**120 ORCHARD LLC**, a Delaware limited liability company

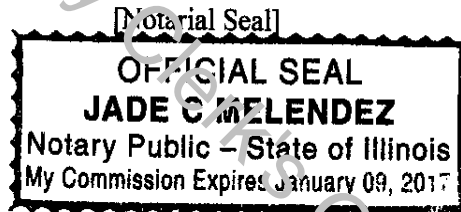
By: *[Signature]*  
Name: Laurence H. Weiner  
Title: Manager

STATE OF ILLINOIS )  
                                  )  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of March, 2015, by Laurence H. Weiner as Manager of 120 ORCHARD LLC, on behalf of the limited liability company. He/She is personally known to me or has produced a driver's license as identification.

*Jade C. Melendez*  
NOTARY PUBLIC, STATE OF ILLINOIS  
Jade C. Melendez  
Print or Stamp Name of Notary

My Commission Expires:



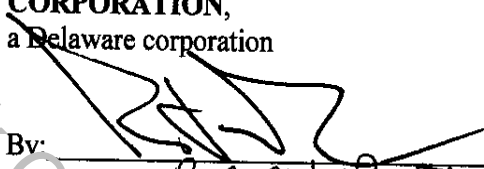
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## JOINDER OF GUARANTOR

The undersigned guarantor of Tenant's obligations under the Lease ("**Guarantor**"), consents to Tenant's execution, delivery and performance of the foregoing Agreement. From and after any attornment pursuant to the foregoing Agreement, that certain Guaranty incorporated in Article 49 of the Lease (the "**Guaranty**") executed by Guarantor shall automatically benefit and be enforceable by Successor Landlord with respect to Tenant's obligations under the Lease as affected by the foregoing Agreement. Successor Landlord's rights under the Guaranty shall not be subject to any defense, offset, claim, counterclaim, reduction or abatement of any kind resulting from any act, omission or waiver by any Former Landlord for which Successor Landlord would, pursuant to the foregoing Agreement, not be liable or answerable after an attornment. The foregoing does not limit any waivers or other provisions contained in the Guaranty. Guarantor confirms that the Guaranty is in full force and effect and Guarantor presently has no offset, defense (other than any arising from actual payment or performance by Tenant, which payment or performance would bind a Successor Landlord under the foregoing Agreement), claim, counterclaim, reduction, deduction or abatement against Guarantor's obligations under the Guaranty.

**GUARANTOR:**

**BURLINGTON COAT FACTORY WAREHOUSE CORPORATION,**  
a Delaware corporation

By:   
Name: ROBERT LAPENTA  
Title: VP

STATE OF NEW JERSEY    )  
  )  
COUNTY OF BURLINGTON )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of March 2015, by ROBERT LAPENTA as VP of Burlington Coat Factory Warehouse Corporation, on behalf of the corporation. He is personally known to me or has produced a driver's license as identification.

  
NOTARY PUBLIC, STATE OF NEW JERSEY

DAWN L. WILSON  
NOTARY PUBLIC OF NEW JERSEY  
Print or Stamp Name of Notary    Commission Expires 3/10/19

My Commission Expires:

[Notarial Seal]

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## EXHIBIT A

### LEGAL DESCRIPTION

All of that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being described as follows:

PARCEL 1:

LOTS 1 AND 2 IN ORCHARD PLACE RESUBDIVISION, BEING A RESUBDIVISION IN THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS, EGRESS AND PARKING OVER ALL COMMON AREAS AS SET FORTH IN THE DECLARATION OF COVENANTS RESTRICTIONS AND EASEMENTS RECORDED AS DOCUMENT NUMBER 96718369.

COMMONLY KNOWN AS: 4801-4861 GOLF ROAD, SKOKIE, IL 60077

PERMANENT INDEX No: 10-16-206-049-0000 AND 10-16-206-048-0000

PREPARED BY + RETURN TO:

STEVEN W. SIMON, ESQ  
BILZIN SUMBERG  
1450 BRICKELL AVE, 23RD FL.  
MIAMI, FL 33131

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
EXECUTION COPY