

Record and return to:
Burlington Coat Factory Warehouse Corporation
1830 Route 130 North
Burlington, New Jersey 08016
Attn: RE Legal Department-Store 1314

SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT

This **SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT** (this “*Agreement*”) is dated as of November 19, 2025 and is by and among **AMP SHC MORTGAGE LENDER, LLC**, a Delaware limited liability company, having an address at 100 Fillmore Street, Suite 325, Denver, Colorado 80206, Attn: Brett Wilburn & Jack Korosec (together with its successors and/or assigns, “*Lender*”), **BROOK HIGHLAND SC LLC, BROOK HIGHLAND SC TIC 1 LLC, BROOK HIGHLAND SC TIC 2 LLC, BROOK HIGHLAND SC TIC 3 LLC, BROOK HIGHLAND SC TIC 4 LLC, BROOK HIGHLAND SC TIC 5 LLC, BROOK HIGHLAND 8 LLC, BROOK HIGHLAND 9 LLC, and BROOK HIGHLAND SC TIC 10 LLC**, each a Delaware limited liability company, having an address at c/o First National Realty Partners, 151 Bodman Place, Suite 201, Red Bank, New Jersey 07701, Attn: Zain Naqvi (individually and collectively, jointly and severally, “*Landlord*” or “*Borrower*”), and **BURLINGTON COAT FACTORY WAREHOUSE CORPORATION**, a Florida corporation, having an office at 1830 Route 130 North, Burlington, New Jersey 08016 (“*Tenant*”).

Lender has made or intends to make a loan to Borrower (the “*Loan*”), which Loan shall be or is secured by, among other things, a Mortgage or Deed of Trust, Assignment of Leases and Rents and Security Agreement (as the same may be amended, restated, severed, split, supplemented or otherwise modified from time to time, the “*Mortgage*”) given by Borrower and encumbering the real property and improvements thereon located at 5275 US Hwy 280, Birmingham, Alabama, which is more particularly described on **Exhibit A** annexed hereto and made a part hereof (the “*Property*”).

By that certain Lease Agreement dated as of March 31, 2021 (as amended, restated, modified or otherwise in effect from time to time in accordance with the terms thereof and this

Agreement, the "***Lease***"), Landlord leased to Tenant a portion of the Property, as said portion is more particularly described in the Lease (such portion of the Property hereinafter referred to as the "***Premises***").

Lender requires, as a condition to the making and maintaining of the Loan, that the lien and security interest of the Mortgage be and remain superior to the Lease. Tenant requires as a condition to the Lease being subordinate to the lien and security interest of the Mortgage that its rights under the Lease be recognized.

Lender and Tenant desire to evidence their understanding with respect to the Mortgage and the Lease as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, the parties hereto hereby agree as follows:

1. **SUBORDINATION.** The Mortgage and any modifications, renewals or extensions thereof (including any increases in the amount secured thereby), shall remain a lien on the Property prior and superior to the lien of the Lease.

2. **NON-DISTURBANCE.** So long as Tenant is not in material default (beyond any period expressed in the Lease within which Tenant may cure such default) in the payment of rent or in the performance or observance of any of the terms or conditions of the Lease, Lender agrees that if Lender exercises any of its rights under the Mortgage, including entry or foreclosure of the Mortgage or exercise of a power of sale under the Mortgage or deed in lieu thereof, Lender will not disturb Tenant's right to use, occupy and possess the Premises under the terms of the Lease. Upon Lender's succession to the interest of the Landlord, only then may Lender as Successor Landlord (as hereinafter defined) commence exercising the rights of Landlord under the Lease.

3. **ATTORNMEN**. If, at any time Lender, its nominee or successors or assigns or any other person or entity (any of the foregoing in such capacity, "***Successor Landlord***") succeeds to the interest of Borrower in the Property pursuant to a foreclosure or similar action or proceeding (judicial or otherwise) or deed-in-lieu of foreclosure, Tenant shall attorn to and recognize such Successor Landlord thereafter as the landlord under (and continue to be bound by) the terms and conditions of the Lease. Such attornment shall be effective and self-operative, without the execution of any further instruments.

4. **LENDER'S PAYMENT DEMAND.** Landlord authorizes and directs Tenant following twenty (20) days' written notice from Lender to honor any written demand or notice from Lender instructing Tenant to pay rent or other sums to Lender rather than Landlord (a "***Payment Demand***"), regardless of any other or contrary notice or instruction which Tenant may receive from Landlord before or after Tenant's receipt of such Payment Demand. Tenant may rely upon any notice or instruction for Payment Demand signed by Lender (or a servicer on its behalf) and Tenant shall have no duty to Landlord to investigate the same or the circumstances under which the same was given. Any payment made by Tenant to Lender or in response to a Payment Demand shall be deemed proper payment by Tenant of such sum pursuant to the Lease.

5. **LENDER'S/SUCCESSOR LANDLORD'S LIMITED LIABILITY.** If Lender shall become the owner of the Property or the Property shall be sold by reason of foreclosure or

other proceedings brought to enforce the Mortgage or if the Property shall be transferred by deed in lieu of foreclosure, Lender or any Successor Landlord shall not be:

- (a) liable for any act or omission of any prior landlord (including Landlord); or
- (b) excluding any offsets arising from Tenant exercising its self-help rights in the event of imminent harm to persons or property, subject to any offsets or defenses which Tenant might have against any prior landlord (including the Landlord); except to the extent the Lender was furnished notice and opportunity to cure the Landlord default giving rise to such offset or defense and failed to cure the same in accordance with the provisions of this Agreement; or
- (c) bound by any payment of rent or additional rent by Tenant to any prior landlord (including Landlord) for more than one (1) month in advance of its due date (other than estimated additional rent amounts on account for operating expenses, taxes and other escalations or pass-throughs), unless the Lender actually receives such rent or additional rent; or
- (d) bound by any amendment or modification of the Lease made without the written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed, which (i) reduces the minimum rent payable under the Lease; (ii) changes the date upon which the term of the Lease would otherwise end to an earlier date; or (iii) more than insignificantly increases Landlord's obligations under the Lease; or
- (e) liable or responsible for return to Tenant of any security deposit paid to any prior landlord (including Landlord) unless Lender or any Successor Landlord has actually received said deposit; or
- (f) liable for or incur any obligation with respect to any breach of warranties or representations of any nature under the Lease or otherwise including without limitation any warranties or representations respecting use, compliance with zoning, landlord's title, landlord's authority, habitability and/or fitness for any purpose, or possession.

Neither Lender nor any other party who, from time to time, shall be included in the definition of Lender hereunder shall have any liability or responsibility under or pursuant to the terms of this Agreement after it ceases to own a fee interest in or to the Property.

6. **LENDER'S RIGHT TO CURE.** Tenant agrees to provide Lender with a copy of each notice of a landlord default under the Lease or failure of Landlord to satisfy a condition precedent to Tenant's obligations under the Lease, at the same time as Tenant provides Landlord with such notice at Landlord's address (as set forth in the Lease). Failure of Tenant to provide a copy of such notice to Lender shall not be a default hereunder or under the Lease, but Lender's cure period provided pursuant to this Section 6 shall not commence until such written notice is provided to Lender in accordance with the terms of this Section 6 hereof. Tenant hereby agrees that, notwithstanding anything to the contrary set forth herein or in the Lease, in the event of any Landlord default or failure by Landlord under the Lease, Tenant will take no action to terminate the Lease unless the default or failure remains uncured for a period equal to the greater of (such

greater period, the “***Cure Period***”): (i) thirty (30) days after written notice thereof shall have been given to Landlord at Landlord’s address (as set forth in the Lease) and to Lender at Lender’s address (as set forth in Section 11 below), which thirty (30)-day period shall be extended as may be reasonably required for Lender to complete such cure so long as the cure is commenced within such thirty (30)-day period and thereafter reasonably diligently pursued to completion, or (ii) the applicable cure period therefor provided to Landlord under the terms and conditions of the Lease. Notwithstanding the foregoing or any other provisions of this Agreement, Lender shall have no obligation to cure any default or failure under the Lease. For the purposes of exercising Lender’s rights hereunder, Lender shall have, and for such purposes is hereby granted by Tenant and Landlord, the right to enter upon the Property for the purposes of effectuating such cure.

7. **GOVERNING LAW**. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Premises is located (excluding the choice of law rules thereof).

8. **SUCCESSORS AND ASSIGNS**. This Agreement and each provision hereof shall be binding upon and shall inure to the benefit of Landlord, Lender, Tenant and their successors and assigns.

9. **CONDEMNATION AND INSURANCE AWARDS**. The parties hereto hereby agree that notwithstanding anything in this Agreement, the Mortgage, the Loan documents or any related documents to the contrary, that Lender will apply the proceeds of any insurance or condemnation for the repair and/or rebuilding of the Property and the Premises as required under the Lease, provided, however, that Lender shall have the right to hold and disburse such insurance or condemnation proceeds as the repair and/or rebuilding of the Property progresses.

10. **NOTICES**. All notices to be given under this Agreement shall be in writing and shall be deemed served upon receipt by the addressee if served personally or, if mailed, upon the first to occur of receipt or the refusal of delivery as shown on a return receipt, after deposit in the United States Postal Service certified mail, postage prepaid, or recognized overnight service which obtains a signature upon receipt addressed to the address of Landlord, Tenant or Lender appearing below. Such addresses may be changed by notice given in the same manner. If any party consists of multiple individuals or entities, then notice to any one of same shall be deemed notice to such party.

Lender's Address: AMP SHC Mortgage Lender, LLC
100 Fillmore Street, Suite 325
Denver, CO 80206
Attention: Brett Wilburn & Jack Korosec
Email: bwilburn@arrowmarkpartners.com
jkorosec@arrowmarkpartners.com

With copies to: Riemer & Braunstein LLP
71 South Wacker Drive, Suite 3515
Chicago, Illinois 60606
Attention: Thomas D. Gianturco, Esq.
Email: tgianturco@riemerlaw.com

Essex Financial Services LLC
1401 17th Street, Suite 750
Denver, Colorado 80202
Attention: Patrick Dahnert
Email: patrick.dahnert@essexfs.com

Tenant's Address: Burlington Coat Factory Warehouse Corporation
1830 Route 130 North
Burlington, New Jersey 08016
Attn: Lease Administration- Store #1314

With a copy to: Burlington Coat Factory Warehouse Corporation
1830 Route 130 North
Burlington, New Jersey 08016
Attn: RE Legal Department- Store #1314

Landlord's Address: c/o First National Realty Partners
151 Bodman Place, Suite 201
Red Bank, NJ 07701
Attn: Zain Naqvi

11. **MISCELLANEOUS.** In the event Lender shall acquire Landlord's interest in the Premises, Tenant shall look only to the estate and interest, if any, of Lender in the Property, including the rents and proceeds of sale, financing, refinancing for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money in the event of any default by Lender as a Successor Landlord under the Lease or under this Agreement, and no other property or assets of Lender shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to the Lease.

12. **SEVERABILITY.** If any provision(s) or portion thereof of this Agreement is held to be void or unenforceable by a court of competent jurisdiction, the remaining provisions hereof (and the remaining portion(s) of any provision held void or unenforceable in part) shall remain in full force and effect, and, in such case, the provisions hereof shall be interpreted or reformed by the court so as to nearly as possible effectuate the intent of the parties.

13. **COUNTERPARTS.** 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. A facsimile or scan of a signature and notary thereof will have the same legal effect as an originally drawn signature and notary.

14. **EFFECTIVENESS.** This Agreement shall not be effective unless executed by all of the parties hereto and shall not be binding on Tenant unless Tenant has received a fully-executed duplicate original of this Agreement. A copy of the fully-executed copy of this agreement shall be returned to Tenant within ten (10) days from the date of execution by the Tenant.

15. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto and their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

TENANT:

Burlington Coat Factory Warehouse Corporation,
a Florida corporation

By: [Signature]
Name: Jeffrey Morrow
Title: SVP – Real Estate – New Stores

STATE OF NEW JERSEY §
 §
COUNTY OF BURLINGTON §

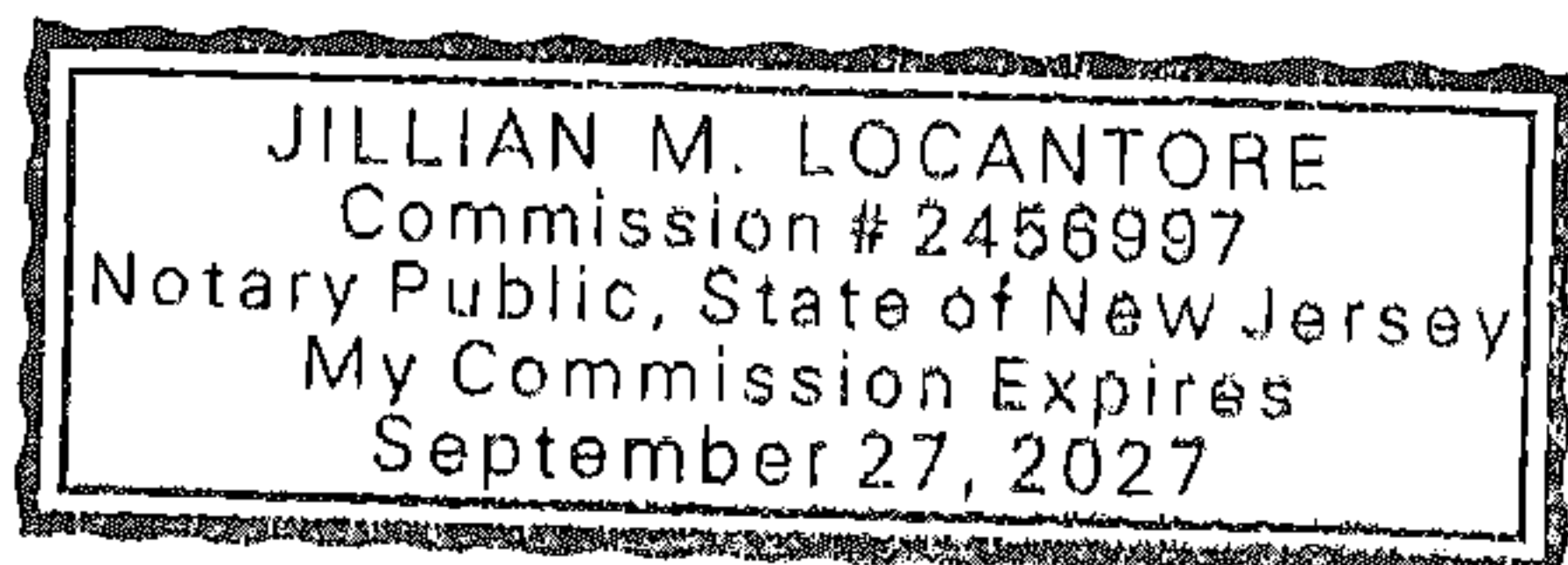
On the 16th day of October in the year 2025 before me, Jillian M. Locantore
Notary Public, personally appeared Jeffrey Morrow personally known to me - OR -
proved to me on the basis of satisfactory evidence, to be the person(s) whose names is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

[SEAL]

[Signature]
Notary Public

My Commission Expires:


Print Name: Jillian M. Locantore



LANDLORD:

BROOK HIGHLAND SC LLC,
a Delaware limited liability company

By: FNRP Realty Advisors LLC,
a Delaware limited liability company,
its manager

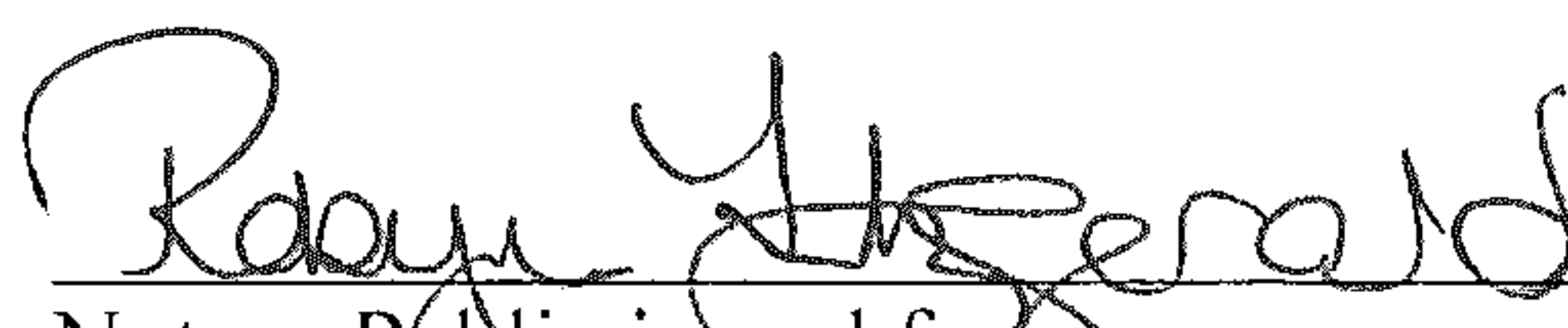
By: 
Name: Andrew DeNardo
Title: Authorized Signatory

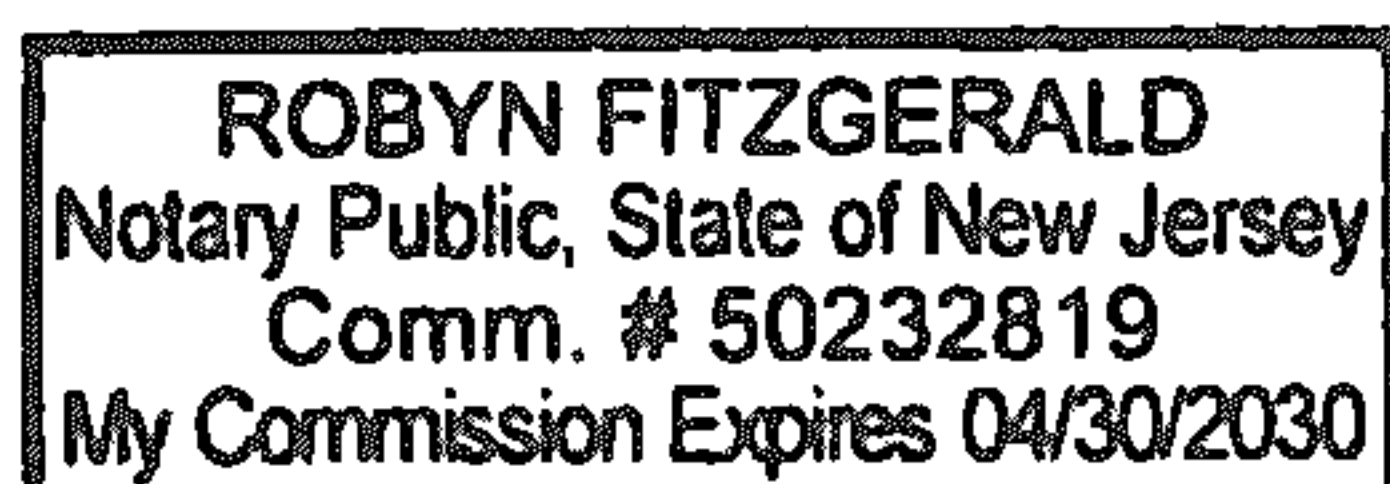
STATE OF New Jersey
COUNTY OF Monmouth

Before me, Robyn Fitzgerald on this day personally appeared Andrew DeNardo, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Authorized Signatory of FNRP Realty Advisors LLC, a Delaware limited liability company, the manager of Brook Highland SC LLC, a Delaware limited liability company, and acknowledged to me that he executed said instrument for the purposes of consideration therein expressed and as the act of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of November, 2025.

[SEAL]

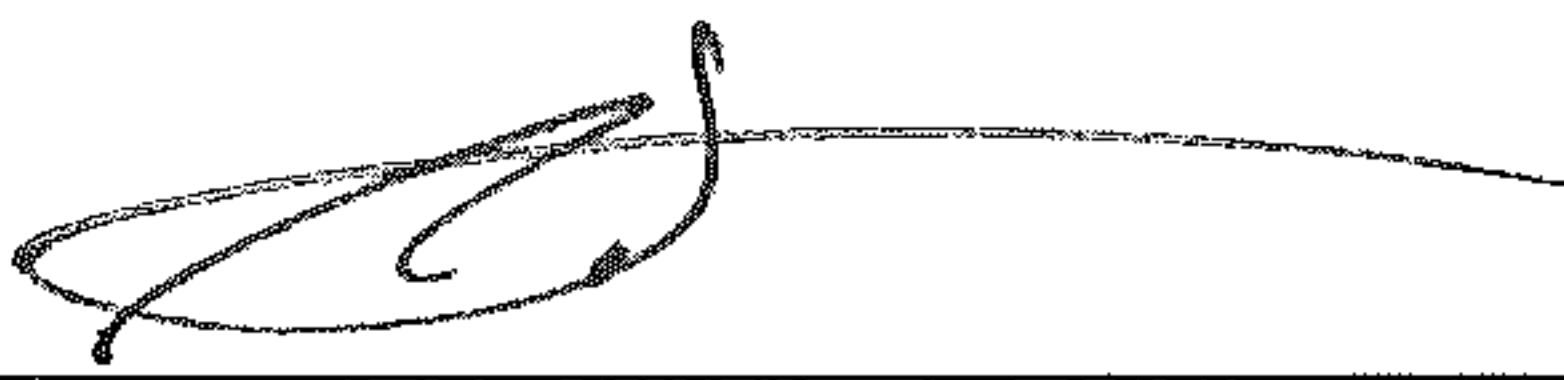

Notary Public in and for
Monmouth County, New Jersey



LANDLORD:

**BROOK HIGHLAND SC TIC 1 LLC,
BROOK HIGHLAND SC TIC 2 LLC,
BROOK HIGHLAND SC TIC 3 LLC,
BROOK HIGHLAND SC TIC 4 LLC,
BROOK HIGHLAND SC TIC 5 LLC,
BROOK HIGHLAND SC TIC 8 LLC,
BROOK HIGHLAND SC TIC 9 LLC, and
BROOK HIGHLAND SC TIC 10 LLC,**
each a Delaware limited liability company

By: FNRP TIC Manager LLC,
a Delaware limited liability company,
its manager

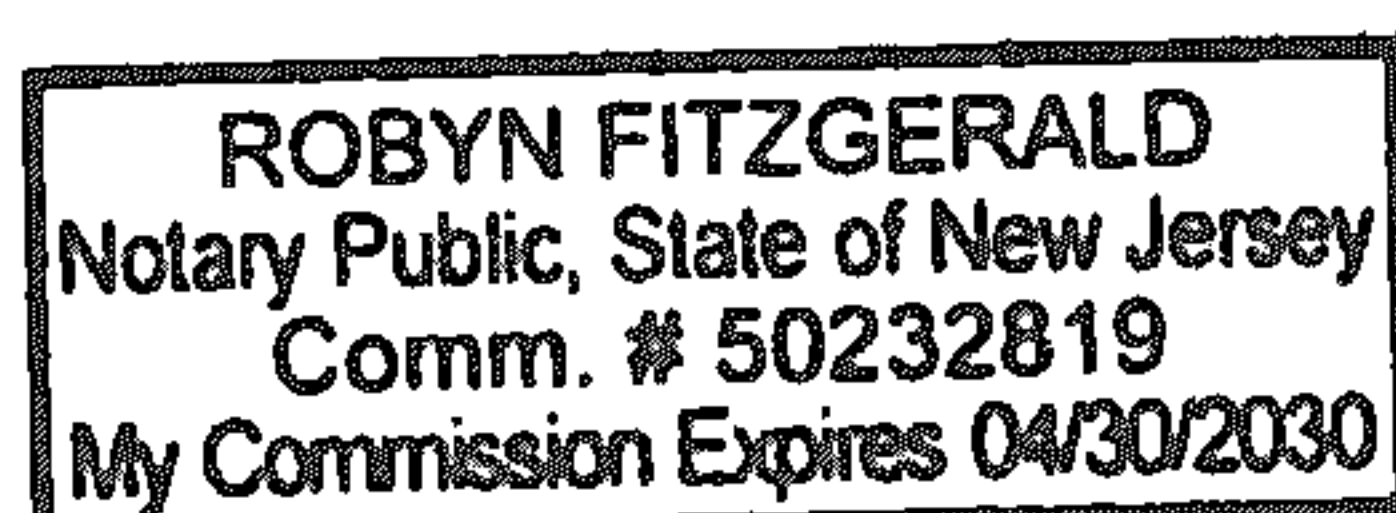
By: 
Name: Andrew DeNardo
Title: Authorized Signatory


STATE OF New Jersey)
COUNTY OF Monmouth)

Before me, Robyn Fitzgerald, on this day personally appeared Andrew DeNardo, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Authorized Signatory of FNRP TIC Manager LLC, a Delaware limited liability company, the manager of BROOK HIGHLAND SC TIC 1 LLC, BROOK HIGHLAND SC TIC 2 LLC, BROOK HIGHLAND SC TIC 3 LLC, BROOK HIGHLAND SC TIC 4 LLC, BROOK HIGHLAND SC TIC 5 LLC, BROOK HIGHLAND SC TIC 8 LLC, BROOK HIGHLAND SC TIC 9 LLC, and BROOK HIGHLAND SC TIC 10 LLC, each a Delaware limited liability company, and acknowledged to me that he executed said instrument for the purposes of consideration therein expressed and as the act of said limited liability companies.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5th day of November, 2025.

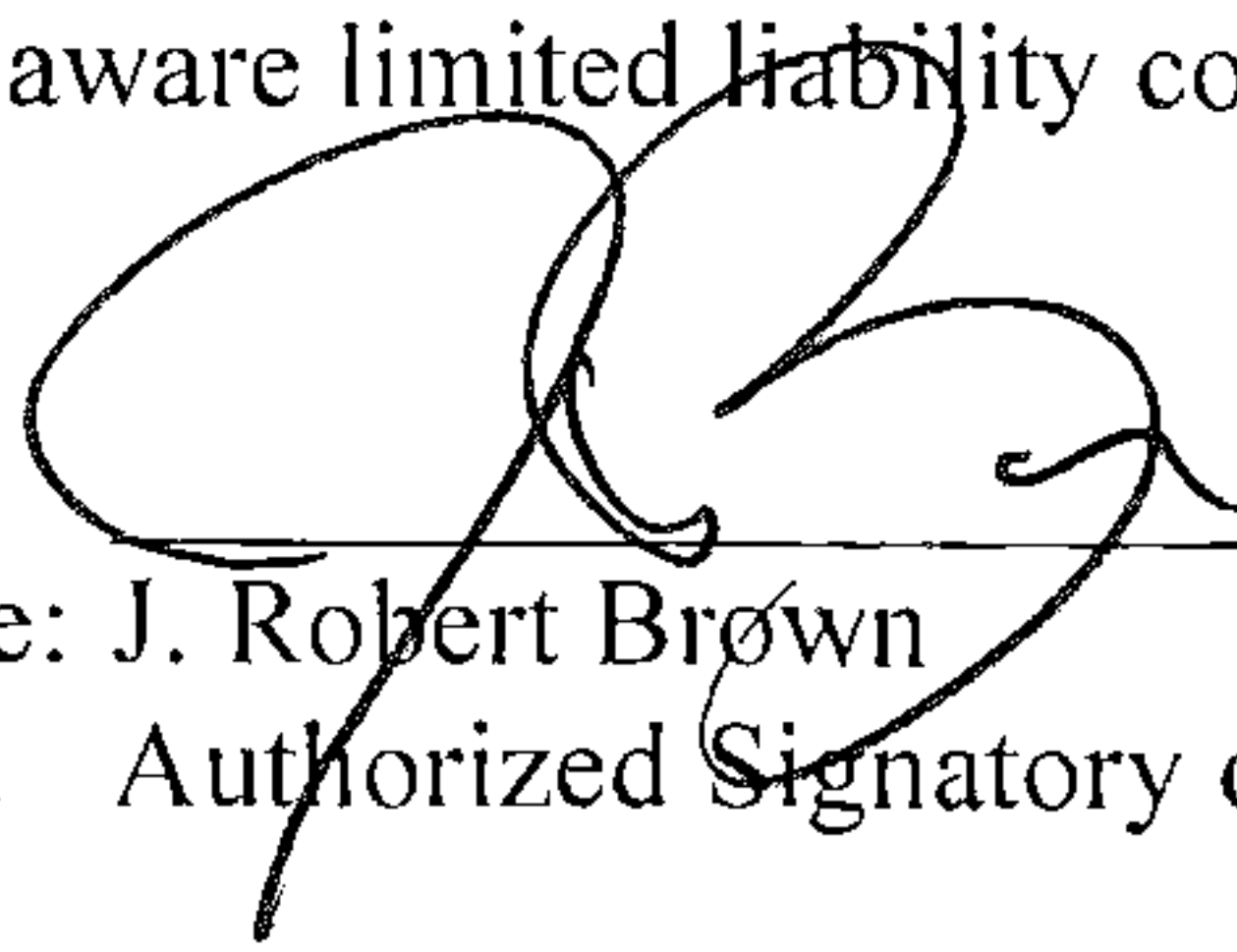
[SEAL]




Notary Public in and for
Monmouth County, New Jersey

LENDER:

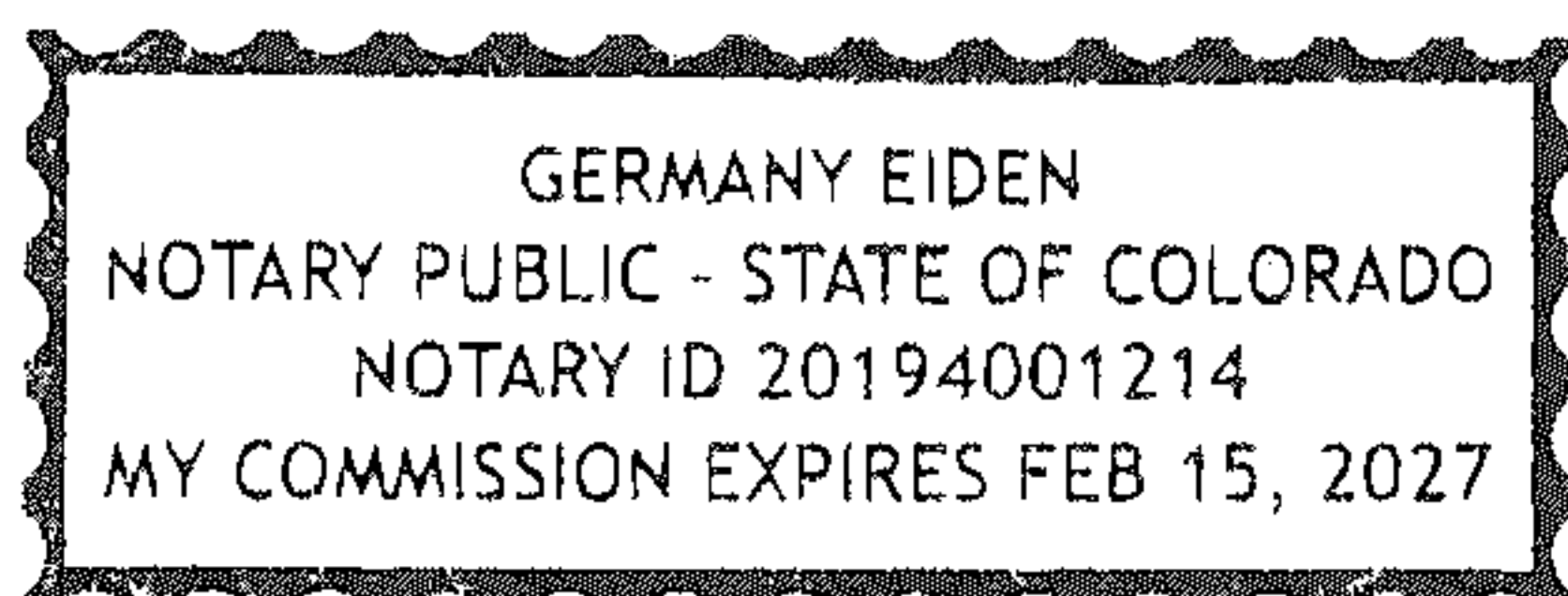
AMP SHC MORTGAGE LENDER, LLC,
a Delaware limited liability company

By:  (SEAL)
Name: J. Robert Brown
Title: Authorized Signatory of its Manager

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On NOV. 16, 2025, before me, Germany Eiden, a Notary Public in and for said State, personally appeared J. Robert Brown, Authorized Signatory of the manager of **AMP SHC MORTGAGE LENDER, LLC**, a Delaware limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, of the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Germany Eiden
Notary Public
My Commission Expires: 2-15-27

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Legal Description of Shopping Center

PARCEL I:

Lot 1, according to the Survey of Brook Highland Plaza Resurvey, as recorded in Map Book 18, page 99, in the Probate Office of Shelby County, Alabama.

LESS AND EXCEPT that part of Lot 1 which is now part of Lot 2A, according to the Lowe's Addition of Brook Highland Plaza, as recorded in Map Book 31, pages 96, in the Probate Office of Shelby County, Alabama.

PARCEL II:

Lot 1A, according to the Brook Highland Plaza Resurvey, as recorded in Map Book 18, page 99, in the Probate Office of Shelby County, Alabama.

PARCEL III:

Lot 2A, according to the Brook Highland Plaza Resurvey, as recorded in Map Book 18, page 99, in the Probate Office of Shelby County, Alabama.

PARCEL IV:

Lot 2B, according to the Amended Map of Lowe's Addition to Brook Highland Plaza, as recorded in Map Book 31, page 96, in the Probate Office of Shelby County, Alabama.

PARCEL V:

Lot 2A, according to the Amended Map of Lowe's Addition of Brook Highland Plaza, as recorded in Map Book 31, page 96, in the Probate Office of Shelby County, Alabama.

TOGETHER WITH all of the beneficial rights and interests in the easements under the following instruments:

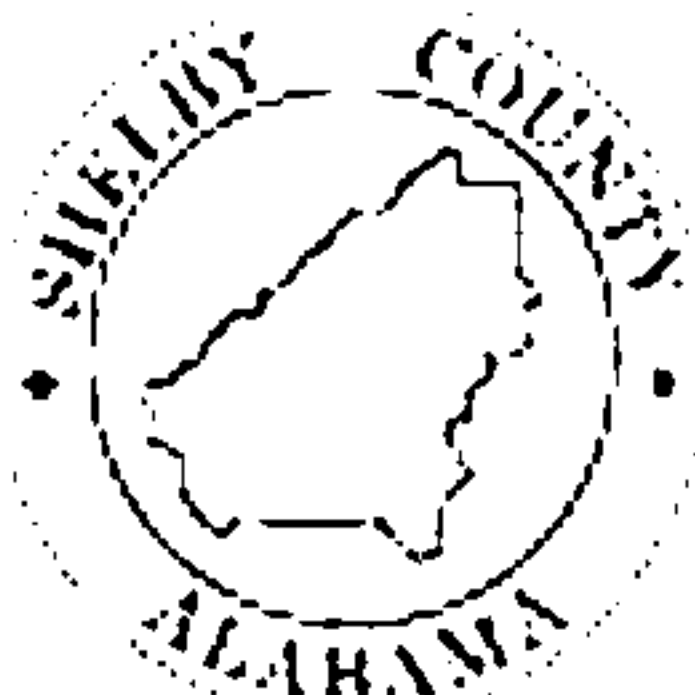
(i) Declaration of Easements and Restrictive Covenants (Brook Highland Development-1.35 acre Out Parcel) by AmSouth bank, N.A., as Ancillary Trustee for NBNC National Bank of North Carolina, as trustee for the Public Employees Retirement System of Ohio, dated 8/2/1990, and recorded in Real 307, Page 985, in the Probate Office of Shelby County, Alabama.

(ii) Easement Agreement dated 10-12-1993, by and between AmSouth Bank, N.A., as Ancillary Trustee for NationsBank of North Carolina, N.A., as Trustee for the Public Employees Retirement System of Ohio, and Brook Highland Limited Partnership, a Georgia Limited Partnership recorded in Instrument 1993-32515, in the Probate Office of Shelby County, Alabama.

ALSO:

All beneficial rights in easements granted to Developers Diversified of Alabama, Inc., an Alabama corporation by the "Easement Agreement" dated 12-30-1994, by and between Brook Highland Limited Partnership and Developers Diversified of Alabama, Inc., as recorded in Instrument 1994-37773 and in Instrument 1995-27233, in the Probate Office of Shelby County, Alabama.

Non-exclusive; perpetual right and easement in and to the common property as described in Brook Highland Common Property Declaration of Covenants, Conditions and Restrictions recorded in Book 307, page 950, in the Probate Office of Shelby County, Alabama.



**Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
11/20/2025 08:17:35 AM A-1
\$60.00 JOANN
20251120000355780**

Allen S. Bayl