**Exhibit 4.1**

**FIRST SUPPLEMENTAL INDENTURE**

This First Supplemental Indenture, dated as of December 9, 2009 (this “FirstSupplemental Indenture”), is by and among BCF Cards, Inc., a Virginia corporation (“BCF Cards”), Burlington Coat Factory of Hawaii, LLC, a Hawaii limited liability company (“BCF Hawaii”), Burlington Coat Factory of Mississippi, LLC, a Mississippi limited liability company (“BCF Mississippi”), Burlington Coat Factory of Montana, LLC, a Montana limited liability company (“BCF Montana”), Burlington Coat Factory of Puerto Rico, LLC, a Puerto Rico limited liability company (“BCF Puerto Rico”), Burlington Coat Factory of Rhode Island, a Rhode Island limited liability company (“BCF Rhode Island”), Burlington Coat Factory of South Dakota, LLC, a South Dakota limited liability company (“BCF South Dakota”), Burlington Coat Factory of Vermont, LLC, a Vermont limited liability company (“BCF Vermont”), Burlington Coat Factory Warehouse of Edgewater Park, Inc., a New Jersey corporation (“BCFW Edgewater”), and Burlington Coat Factory of Wyoming, LLC, a Wyoming limited liability company (“BCF Wyoming” and, together with BCF Cards, BCF Hawaii, BCF Mississippi, BCF Montana, BCF Puerto Rico, BCF Rhode Island, BCF South Dakota, BCF Vermont and BCFW Edgewater, the “New Guarantors” and each, a “New Guarantor”), Burlington Coat Factory Warehouse Corporation, a Delaware corporation (together with its successors and assigns, the “Company”), each other then existing Guarantor under the Indenture referred to below (the “Guarantors”), and Wells Fargo Bank, N.A., Trustee under the Indenture referred to below.  Capitalized terms used and not defined herein shall have the same meanings given in the Indenture unless otherwise indicated.

W I T N E S S E T H:

WHEREAS, the Company, the Guarantors and the Trustee have heretofore executed and delivered an Indenture, dated as of April 13, 2006 (as amended, supplemented, waived or otherwise modified, the “Indenture”), providing for the issuance of 11 ⅛% Senior Notes due 2014 of the Company (the “Notes”);

WHEREAS, pursuant to Section 11.9 of the Indenture, each Restricted Subsidiary is required, within ten (10) days of becoming a Restricted Subsidiary, to execute and deliver to the Trustee a supplemental indenture and other agreements making such Subsidiary a party to the Indenture;

WHEREAS, pursuant to Section 4.17 of the Indenture, the Company is required to cause each Restricted Subsidiary that guarantees any Indebtedness of the Company or any of the Guarantors to execute and deliver to the Trustee a supplemental indenture pursuant to which such Restricted Subsidiary will Guarantee the Company’s obligations under the Indenture;

WHEREAS, each of the New Guarantors is a Restricted Subsidiary of the Company and has guaranteed Indebtedness of the Company;

WHEREAS, pursuant to Section 9.1 of the Indenture, the Trustee, the Company and the Guarantors are authorized to execute and deliver this First Supplemental Indenture to amend the Indenture, without the consent of any Holder; and

WHEREAS, by entering into this First Supplemental Indenture, the Company, the Guarantors and the Trustee have consented to amend the Indenture in accordance with the terms and conditions herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the New Guarantors, the Guarantors, the Company and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

Section 1.                      Agreement to be Bound.  Each New Guarantor hereby becomes a party to the Indenture as a Guarantor and as such will have all of the rights and be subject to all of the obligations and agreements of a Guarantor under the Indenture.  Each New Guarantor agrees to be bound by all of the provisions of the Indenture applicable to a Guarantor and to perform all of the obligations and agreements of a Guarantor under the Indenture.

Section 2.                      Compliance with and Fulfillment of Condition of Sections 4.17 and 11.9.  The execution and delivery of this FirstSupplemental Indenture and the Notation of Guarantee by the New Guarantors(along with such documentation relating thereto as the Trustee shall require) fulfills the obligations of the Company under Sections 4.17 and 11.9 of the Indenture.

Section 3.                      Ratification of Indenture; Supplemental Indenture Part of Indenture; Trustee’s Disclaimer.  Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect.  This FirstSupplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.  The Trustee makes no representation or warranty as to the validity or sufficiency of this FirstSupplemental Indenture.

Section 4.                      Governing Law.  **This First Supplemental Indenture and the Notes shall be governed by and construed in accordance with the laws of the State of New York, as applied to contracts made and performed within the State of New York.**

Section 5.                      No Adverse Interpretation of Other Agreements.  This FirstSupplemental Indenture may not be used to interpret any other indenture, loan or debt agreement of the Company or its Subsidiaries (other than the Indenture).  No such indenture, loan or debt agreement may be used to interpret this FirstSupplemental Indenture or the Indenture.

Section 6.                      Successors.  This FirstSupplemental Indenture shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 7.                      Separability.  Each provision of this FirstSupplemental Indenture shall be considered separable and if for any reason any provision which is not essential to the effectuation of the basic purpose of this FirstSupplemental Indenture or the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 8.                      Counterpart Originals.  The parties may sign multiple counterparts of this FirstSupplemental  Indenture.  Each signed counterpart shall be deemed an original, but all of them together represent one and the same agreement.

Section 9.                      Headings, etc.  The headings of the Sections of this FirstSupplemental Indenture have been inserted for convenience of reference only, are not to be considered a part of this FirstSupplemental  Indenture and shall in no way modify or restrict any of the terms or provisions hereof.

\* \* \* \* \*

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

BCF CARDS, INC., as a Guarantor

By: /s/                      Paul Tang

Name:  Paul Tang

Title:  Executive Vice President

BURLINGTON COAT FACTORY OF HAWAII, LLC, as a Guarantor

By: /s/                      Paul Tang

Name:  Paul Tang

Title:  Executive Vice President

BURLINGTON COAT FACTORY OF MISSISSIPPI, LLC, as a Guarantor

By: /s/                      Paul Tang

Name:  Paul Tang

Title:  Executive Vice President

BURLINGTON COAT FACTORY OF MONTANA, LLC, as a Guarantor

By: /s/                      Paul Tang

Name:  Paul Tang

Title:  Executive Vice President

BURLINGTON COAT FACTORY OF PUERTO RICO, LLC, as a Guarantor

By: /s/                      Paul Tang

Name:  Paul Tang

Title:  Executive Vice President

BURLINGTON COAT FACTORY OF RHODE ISLAND, LLC, as a Guarantor

By: /s/                      Paul Tang

Name:  Paul Tang

Title:  Executive Vice President

BURLINGTON COAT FACTORY OF SOUTH DAKOTA, LLC, as a Guarantor

By: /s/                      Paul Tang

Name:  Paul Tang

Title:  Executive Vice President

BURLINGTON COAT FACTORY OF VERMONT, LLC, as a Guarantor

By: /s/                      Paul Tang

Name:  Paul Tang

Title:  Executive Vice President

BURLINGTON COAT FACTORY WAREHOUSE OF EDGEWATER PARK, INC. as a Guarantor

By: /s/                      Paul Tang

Name:  Paul Tang

Title:  Executive Vice President

BURLINGTON COAT FACTORY OF WYOMING, LLC, as a Guarantor

By: /s/                      Paul Tang

Name:  Paul Tang

Title:  Executive Vice President

EACH OF THE SUBSIDIARIES LISTED ON ANNEX A HERETO, as Guarantors

By: /s/                      Paul Tang

Name:  Paul Tang

Title:  Executive Vice President

BURLINGTON COAT FACTORY WAREHOUSE CORPORATION

By: /s/                      Paul Tang

Name:  Paul Tang

Title:  Executive Vice President

BURLINGTON COAT FACTORY INVESTMENTS HOLDINGS, as a Guarantor

By: /s/                      Paul Tang

Name:  Paul Tang

Title:  Executive Vice President

WELLS FARGO BANK, N.A., as Trustee

By:  /s/ Raymond Delli Colli

Name:  Raymond Delli Colli

Title:  Vice President

**ANNEX A**

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| **Guarantors** | **Jurisdiction of Organization** |
| Burlington Coat Factory of Alabama, LLC | Alabama |
| Burlington Coat Factory Realty of Huntsville, LLC | Alabama |
| Burlington Coat Factory Warehouse of Anchorage, Inc. | Alaska |
| Burlington Coat Factory of Arizona, LLC | Arizona |
| Burlington Coat Factory Realty of Mesa, Inc. | Arizona |
| Burlington Coat Factory Realty of Desert Sky, Inc. | Arizona |
| Burlington Coat Factory of Arkansas, LLC | Arkansas |
| Burlington Coat Factory of California, LLC | California |
| Burlington Coat Factory Warehouse of San Bernardino, LLC | California |
| Baby Depot of California, LLC | California |
| MJM Designer Shoes of California, LLC | California |
| Burlington Coat Factory Realty of Dublin, Inc. | California |
| Burlington Coat Factory Realty of Florin, Inc. | California |
| Burlington Coat Factory Realty of Ventura, Inc. | California |
| Burlington Coat Factory of Colorado, LLC | Colorado |
| Burlington Coat Factory of Connecticut, LLC | Connecticut |
| Cohoes Fashions of Connecticut, LLC | Connecticut |
| Burlington Coat Realty of East Windsor, Inc. | Connecticut |
| Burlington Coat Factory Warehouse Corporation | Delaware |
| Burlington Coat Factory Realty Corp. | Delaware |
| Burlington Coat Factory of Delaware, LLC | Delaware |
| MJM Designer Shoes of Delaware, LLC | Delaware |
| C.F.I.C. Corporation | Delaware |
| Burlington Coat Factory of Texas, L.P. | Delaware |
| Burlington Coat Factory of Texas, Inc. | Delaware |
| Burlington Coat Factory Purchasing, Inc. | Delaware |
| Burlington Coat Factory of Florida, LLC | Florida |
| MJM Designer Shoes of Florida, LLC | Florida |
| Burlington Coat Factory Realty of University Square, Inc. | Florida |
| Burlington Coat Factory Realty of Coral Springs, Inc. | Florida |
| Burlington Coat Factory Realty of West Colonial, Inc. | Florida |
| Burlington Coat Factory Realty of Orlando, Inc. | Florida |
| Burlington Coat Factory Realty of Sarasota, Inc. | Florida |
| K & T Acquisition Corp. | Florida |
| Bee Ridge Plaza, LLC | Florida |
| Burlington Coat Factory of Georgia, LLC | Georgia |
| Burlington Coat Factory Warehouse of Atlanta, Inc. | Georgia |
| Burlington Coat Factory Realty of Morrow, Inc. | Georgia |
| Burlington Coat Factory of Iowa, LLC | Iowa |
| Burlington Coat Factory of Idaho, LLC | Idaho |
| Burlington Coat Factory of Illinois, LLC | Illinois |
| Burlington Coat Factory Warehouse of East St. Louis, Inc. | Illinois |
| Burlington Coat Realty of Gurnee, Inc. | Illinois |
| Burlington Coat Factory Realty of Bloomingdale, Inc. | Illinois |
| Burlington Coat Factory Realty of River Oaks, Inc. | Illinois |
| Burlington Coat Factory of Indiana, LLC | Indiana |
| Burlington Coat Factory Realty of Greenwood, Inc. | Indiana |
| Burlington Coat Factory of Kansas, LLC | Kansas |
| Burlington Coat Factory of Kentucky, Inc. | Kentucky |
| Burlington Coat Factory of Louisiana, LLC | Louisiana |
| Burlington Coat Factory of Maine, LLC | Maine |
| Burlington Coat Factory of Maryland, LLC | Maryland |
| Burlington Coat Factory of Massachusetts, LLC | Massachusetts |
| Cohoes Fashions of Massachusetts, LLC | Massachusetts |
| Burlington Coat Factory Realty of North Attleboro, Inc. | Massachusetts |
| Burlington Coat Factory of Michigan, LLC | Michigan |
| Burlington Coat Factory Warehouse of Detroit, Inc. | Michigan |
| Burlington Coat Factory Warehouse of Redford, Inc. | Michigan |
| Burlington Coat Factory Warehouse of Grand Rapids, Inc. | Michigan |
| Burlington Coat Factory of Minnesota, LLC | Minnesota |
| Burlington Coat Factory of Missouri, LLC | Missouri |
| Burlington Coat Factory Realty of Des Peres, Inc. | Missouri |
| Burlington Coat Factory of Nebraska, LLC | Nebraska |
| Burlington Coat Factory of Nevada, LLC | Nevada |
| Burlington Coat Realty of Las Vegas, Inc. | Nevada |
| Burlington Coat Factory of New Hampshire, LLC | New Hampshire |
| Burlington Coat Factory of New Jersey, LLC | New Jersey |
| MJM Designer Shoes of New Jersey, LLC | New Jersey |
| Cohoes Fashions of New Jersey, LLC | New Jersey |
| Burlington Coat Factory Direct Corporation | New Jersey |
| M J M Designer Shoes of Moorestown, Inc. | New Jersey |
| Super Baby Depot of Moorestown, Inc. | New Jersey |
| Burlington Coat Factory Realty of Edgewater Park, Inc. | New Jersey |
| Burlington Coat Factory Realty of Paramus, Inc. | New Jersey |
| Burlington Coat Factory Realty of Pinebrook, Inc. | New Jersey |
| Burlington Coat Factory Warehouse of Edgewater Park Urban  Renewal Corp. | New Jersey |
| Burlington Coat Factory Warehouse of New Jersey, Inc. | New Jersey |
| Burlington Coat Factory of New Mexico, LLC | New Mexico |
| Burlington Coat Factory of New York, LLC | New York |
| MJM Designer Shoes of New York, LLC | New York |
| Cohoes Fashions of New York, LLC | New York |
| Georgetown Fashions Inc. | New York |
| Monroe G. Milstein, Inc. | New York |
| LC Acquisition, Inc. | New York |
| Burlington Coat Factory Realty of Yonkers, Inc. | New York |
| Burlington Coat Factory of North Carolina, LLC | North Carolina |
| Burlington Coat Factory of North Dakota, LLC | North Dakota |
| Burlington Coat Factory of Ohio, LLC | Ohio |
| Burlington Coat Factory Warehouse of Cleveland, Inc. | Ohio |
| Burlington Coat Factory of Oklahoma, LLC | Oklahoma |
| Burlington Coat Factory Realty of Tulsa, Inc. | Oklahoma |
| Burlington Coat Factory of Oregon, LLC | Oregon |
| Burlington Coat Factory of Pennsylvania, LLC | Pennsylvania |
| MJM Designer Shoes of Pennsylvania, LLC | Pennsylvania |
| Burlington Coat Factory Warehouse of Bristol, LLC | Pennsylvania |
| Burlington Coat Factory Warehouse of Montgomeryville, Inc. | Pennsylvania |
| Burlington Coat Factory Warehouse of Cheltenham, Inc. | Pennsylvania |
| Burlington Coat Factory Warehouse of Langhorne, Inc. | Pennsylvania |
| Burlington Coat Factory Realty of West Mifflin, Inc. | Pennsylvania |
| Burlington Coat Factory Realty of Langhorne, Inc. | Pennsylvania |
| Burlington Coat Factory Realty of Whitehall, Inc | Pennsylvania |
| Burlington Factory Warehouse of Reading, Inc. | Pennsylvania |
| Burlington Coat Factory Warehouse Inc. | Pennsylvania |
| Cohoes Fashions of Cranston, Inc. | Rhode Island |
| Burlington Coat Factory of South Carolina, LLC | South Carolina |
| Burlington Coat Factory Warehouse of Charleston, Inc | South Carolina |
| Burlington Coat Factory Warehouse of Memphis, Inc. | Tennessee |
| Burlington Coat Factory Warehouse of Shelby, Inc. | Tennessee |
| Burlington Coat Factory Warehouse of Hickory Commons, Inc. | Tennessee |
| Burlington Coat Factory Realty of Memphis, Inc | Tennessee |
| Burlington Coat Factory Warehouse of Baytown, Inc. | Texas |
| M J M Designer Shoes of Texas, Inc. | Texas |
| Burlington Coat Realty of Plano, Inc. | Texas |
| Burlington Coat Realty of Houston, Inc. | Texas |
| Burlington Coat Factory Realty of Westmoreland, Inc. | Texas |
| Burlington Coat Factory Realty of Bellaire, Inc. | Texas |
| Burlington Coat Factory Realty of El Paso, Inc. | Texas |
| Burlington Coat Factory of Utah, LLC | Utah |
| Burlington Coat Factory of Virginia, LLC | Virginia |
| Burlington Coat Factory of Pocono Crossing, LLC | Virginia |
| Burlington Coat Factory Warehouse of Coliseum, Inc. | Virginia |
| Burlington Coat Realty of Potomac, Inc. | Virginia |
| Burlington Coat Factory Realty of Fairfax, Inc. | Virginia |
| Burlington Coat Factory Realty of Coliseum, Inc. | Virginia |
| Burlington Coat Factory of Washington, LLC | Washington |
| Burlington Coat Factory Realty of Franklin, Inc. | Washington |
| Burlington Coat Factory of West Virginia, LLC | West Virginia |
| Burlington Coat Factory of Wisconsin, LLC | Wisconsin |