

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT (the "Agreement"), made as of the 1st day of March, 2001, by and between a **RIVER RIDGE RETAIL COMPANY, L.L.C.**, a Delaware limited liability company having an address of 2222 Arlington Avenue, Birmingham, Alabama 35204, Attention: Mr. David L. Silverstein ("Landlord") **LNT, INC.**, d/b/a Linens 'n Things Huntsville, Inc., a New Jersey corporation, successor-in-interest to **HUNTSVILLE LINENS 'N THINGS, INC.**, a Alabama corporation having an address of 6 Brighton Road, Clifton, New Jersey 07015-5108 ("Tenant"), and **SOUTHTRUST BANK**, an Alabama state banking corporation, having an address of 420 North 20th Street Birmingham, Alabama 35203, Attention: Commercial Real Estate Department ("Mortgagee").

WITNESSETH:

WHEREAS, Mortgagee is the holder of a certain mortgage, (the "Mortgage") executed and delivered on September 7, 1999 by ("Landlord") and recorded in Book 1999, Page 38043 of the Probate Office of Shelby County, Alabama, which Mortgage secures a certain note of even date with the Mortgage made by Landlord to Mortgagee in the principal sum of \$9,770,000.00, and which Mortgage conveys and constitutes a lien on a certain estate and interest in and to the premises described on Exhibit A attached hereto and made a part hereof (the underlying realty, along with any buildings and improvements which are situated upon it are hereinafter called the "Mortgaged Premises"); and

WHEREAS, Tenant has entered into a certain lease dated December 23, 2000 (said lease as heretofore modified or amended and supplemented is hereinafter called the "Lease"), with Landlord demising space in the Shopping Center constructed on the Mortgaged Premises known as River Ridge Plaza, (the "Premises"), and

WHEREAS, Mortgagee has agreed to recognize the status of Tenant under the Lease and Tenant has agreed to attorn to Mortgagee, upon and subject to the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. The Lease and any extensions, renewals, replacements or modifications made after the date hereof, and all of the right, title and interest of Tenant in and to the Premises are and shall be subject and subordinate to the Mortgage and to all of the terms, covenants and conditions contained therein, and to any renewals, modifications, replacements, considerations and extensions thereof.

2. Provided that there is then no continuing default under the Lease and no event has occurred and no condition exists which with the giving of any required notice or the passage of time, or both, would entitle Landlord to terminate the Lease

under its terms or would cause without any further action by Landlord, the termination of the Lease, or would entitle Landlord to dispossess Tenant from the Premises, Mortgagee agrees that (a) in the event of foreclosure of the Mortgage, Tenant shall not be named as a party in any action or proceeding to enforce Mortgage, (b) in the event Mortgagee comes into possession or acquires title to the Premises as a result of the enforcement or foreclosure of the Mortgage, or as a result of any other means, Mortgagee agrees that Tenant shall not be disturbed in its possession or occupancy of the Premises and (c) Mortgagee will recognize the Lease and Tenant's rights thereunder.

3. Upon any foreclosure of the Mortgage or other acquisition of the Mortgaged Premises, Tenant shall attorn to Mortgagee and shall recognize Mortgagee as its Landlord under the Lease and Tenant shall promptly execute and deliver any instrument that Mortgagee may reasonably request in writing to further evidence said attornment.

4. Upon such foreclosure of the Mortgage or other acquisition of the Mortgaged Premises and attornment, the Lease shall continue as a direct lease between the Mortgagee and Tenant upon all terms, covenants and conditions thereof as are then applicable except that the Mortgagee shall not be (a) liable for any action or omission of any prior landlord under the Lease unless Mortgagee has received notice thereof, (b) bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord, except such payment as may be required by Tenant under the Lease, (c) liable for the return of any security deposit which Tenant may have paid to any prior landlord, unless Mortgagee shall have actually received such deposit or (d) subject to any offsets, claims or defenses which Tenant may have against any prior landlord (including Landlord), except for the exercise of the offset rights, claims and defenses which Tenant may have against any prior landlord (including Landlord) as expressly set forth in the Lease, including without limitation, the offset rights set forth in Article III, Section 3.05 of the Lease regarding the Tenant Allowance.

5. If Landlord shall default in the performance or observance of any of the terms, covenants, conditions or agreements in the Lease to be performed on the part of Landlord, Tenant shall give Mortgagee written notice thereof so long as Tenant has first received a fully executed copy of this Agreement, and Tenant further agrees that Mortgagee shall have a period of thirty (30) days after Mortgagee has received notice of any default by Landlord within which to cure such default, or if such default cannot be cured within such time period, then such additional time as may be necessary to cure such default shall be granted if within such thirty (30) day period Mortgagee has commenced and is diligently pursuing the remedies necessary to cure such default, in which event the Lease shall not be terminated nor shall Tenant pursue any rights and remedies available to Tenant under the Lease while such remedies are being so diligently pursued; provided, however, notwithstanding anything to the contrary contained in this Agreement, Tenant shall be permitted to immediately pursue its remedy of abatement of rent under the circumstances specified in Section 3.05 of the Lease regarding the Tenant Allowance and Tenant does not have to provide Mortgagee with notice of this abatement in rent as a precondition to such abatement in rent.

6. This Agreement shall bind and inure to the benefit of the parties hereto, their successors and assigns. As used herein, (a) the term "Tenant" shall include any subtenant, successors and/or assigns of Tenant named herein; (b) the words "foreclosure" and "foreclosure sale" shall be deemed to include the acquisition of Landlord's estate in the Premises by voluntary deed (or assignment) in lieu of foreclosure; and (c) the word "Mortgagee" shall include the Mortgagee herein specifically named and any of its successors and assigns, and shall include anyone or any entity who shall have succeeded to Landlord's interest in the Premises by, through or under foreclosure of the Mortgage or as a result of any other means.

7. Anything herein or in the Lease to the contrary notwithstanding, in the event that Mortgagee shall acquire title to the Mortgaged Premises, Mortgagee shall have no obligation, nor incur any liability, beyond Mortgagee's then interest, if any, in the Mortgaged Premises, and Tenant shall look exclusively to such interest of Mortgagee, if any, in the Mortgaged Premises for the payment and discharge of any obligations imposed upon Mortgagee hereunder or under the Lease and Mortgagee is hereby released or relieved of any other liability hereunder and under the Lease. Tenant agrees that with respect to any money judgment which may be obtained or secured by Tenant against Mortgagee, Tenant shall look solely to the estate or interest owned by Mortgagee in the Mortgaged Premises and Tenant will not collect or attempt to collect any such judgment (i) from any officer, director, shareholder, partner, employee, agent or representative of Mortgagee or (ii) out of any assets of Mortgagee other than Mortgagee's estate or interest in the Mortgaged Premises or the proceeds from the sale thereof.

8. Mortgagee and Tenant agree that without Mortgagee's consent, which consent shall not be unreasonably withheld or delayed, Mortgagee shall not be bound by any amendment or modification of the Lease executed and delivered hereafter which (a) reduces the rental payable by Tenant under the Lease or (b) shortens the term of the Lease.

9. Wherever used herein, the singular shall include both the singular and the plural and the use of any gender shall apply to all genders.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama applicable to similar agreements made and to be performed entirely within said State. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing this Agreement to be drafted.

11. This Agreement shall not be modified or amended except in writing signed by all parties hereto.

12. All notices and other communications provided for hereunder shall be in writing and mailed (registered or certified mail, return receipt requested, postage prepaid), hand delivered, sent by nationally recognized overnight courier (prepaid), at the addresses set forth above for each party, or to such other address as any party may give by written notice to the other parties, and if intended for Tenant, to the attention of "Lease Administration." All such notices and communications shall be deemed served at the earlier of the date received, refused or returned as

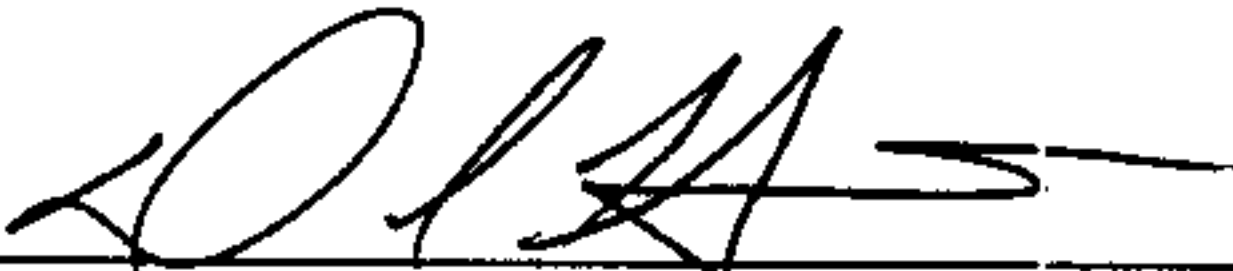
undeliverable; provided, however, that should such notice pertain to the change of address of either of the parties hereto, such notice shall be deemed to have been served upon receipt thereof by the party to whom such notice is given.

13. Each entity executing and delivering this Agreement represents and warrants to the other(s) that the individuals executing this Agreement on behalf of such entity are duly empowered and authorized to do so on behalf of such entity.

IN WITNESS WHEREOF, the parties hereto have executed this Subordination, Non-Disturbance and Attornment Agreement as of the day and year first above written.

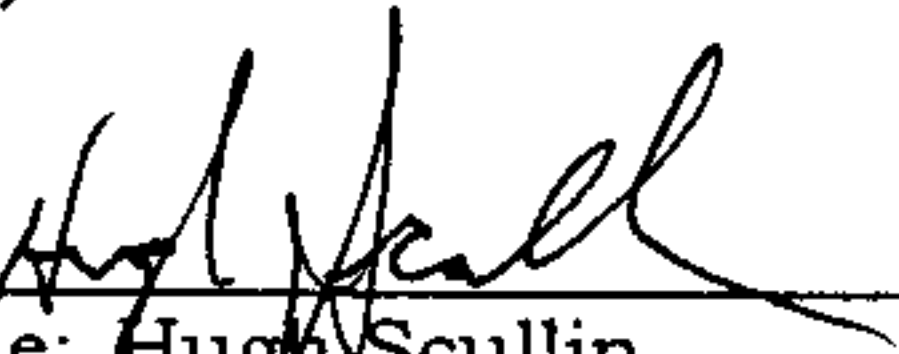
LANDLORD:

RIVER RIDGE RETAIL COMPANY, L.L.C.

By: 
Name: David L. Silverstein
Title: Authorized Agent


TENANT:

LNT, INC.

By: 
Name: Hugh Scullin
Title: Senior Vice President

MORTGAGEE:

SOUTHTRUST BANK

By: 
Name: Scott M. Abbott
Title: Vice President

(NOTARY PAGES TO FOLLOW)

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

On this 1st day of March, 2001, before me, a Notary Public, personally appeared David L. Silverstein, whose name as Authorized Agent of River Ridge Retail Company, L.L.C., 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, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Regina H. Ellis
Notary Public

My Commission Expires: 8-6-2001

STATE OF NEW JERSEY)

COUNTY OF PASSAIC)

On this 20th day of February, 2001, before me, a Notary Public, personally appeared Hugh J. Scullin, whose name as SR. Vice-President of Huntsville Linens 'N Things, Inc., an Alabama corporation, 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/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Joann Vespucci
Notary Public

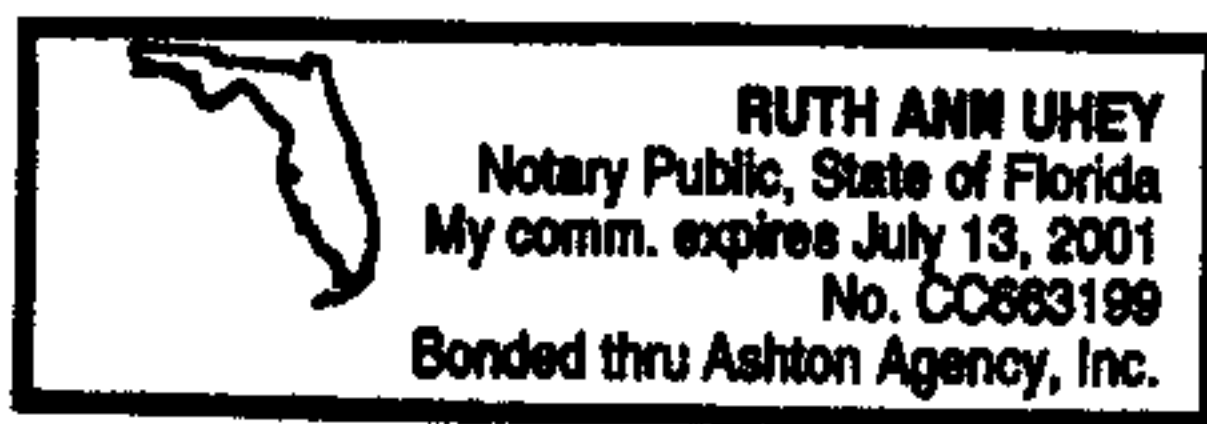
My Commission Expires: 2/20/2002

JOANN VESPUCCI
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES FEB. 20, 2002

STATE OF FLORIDA)
COUNTY OF ORANGE)

On this 22 day of February, 2001, before me, a Notary Public, personally appeared Scott Abbott, whose name as Vice President of SouthTrust Bank, an Alabama state banking corporation, 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, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Ruth Ann Uhey
Notary Public
My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION

Lots 3 and 5 according to the Map of River Ridge Plaza as recorded in Map Book 26, Page 14 in the Office of the Judge of Probate of Shelby County, Alabama, as more particularly described in Exhibit B-1 attached hereto.

Inst # 2001-07393

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03/05/2001-07393
09:03 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
008 C.J. 32.00