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RAIT PARTNERSHIP, L.P.

and

Standard Furniture of Gardendale, Inc.

**SUBORDINATION, NON-DISTURBANCE AND
ATTORNMENMENT AGREEMENT**

Date: May 10, 2007

Premises: Pelham Plaza

UPON RECORDATION
RETURN TO:

Pelham Retail Group, LLC
400 Union Hill Dr.-Su. 300
Birmingham, AL 35209
Atten: Rhonda Lusco

[SND A STANDARD FORM]

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "**Agreement**") is made as of May 10, 2007, by and between **RAIT PARTNERSHIP, L.P.**, a Delaware limited partnership, having an address at 1818 Market Street, 28th Floor, Philadelphia, Pennsylvania 19103 ("**Lender**") and Standard Furniture of Gardendale, Inc., having an address at 3026 Pelham Parkway, Pelham, AL 35124 ("**Tenant**").

ALABAMA

RECITALS:

A. Tenant is the holder of a leasehold estate in a portion of the property known as Pelham Plaza, located at 3026 Pelham Parkway, Pelham, AL 35124, as more particularly described on Schedule A (the "**Property**") under and pursuant to the provisions of a certain lease dated January 24, 2001 between Pelham Plaza Shopping Center, a Alabama General Partnership, as subsequently assigned to Pelham Retail Group, LLC, as landlord ("**Landlord**") and Tenant or its predecessor in interest, as tenant (as amended through the date hereof, the "**Lease**");

B. The Property is or is to be encumbered by one or more mortgages, deeds of trust, deeds to secure debt or similar security agreements (collectively, the "**Security Instrument**") from Landlord, or its successor in interest; and

C. Tenant has agreed to subordinate the Lease to the Security Instrument and to the lien thereof and Lender has agreed to grant non-disturbance to Tenant under the Lease on the terms and conditions hereinafter set forth.

AGREEMENT:

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Subordination. The Lease shall be subject and subordinate in all respects to the lien and terms of the Security Instrument, to any and all advances to be made thereunder and to all renewals, modifications, consolidations, replacements and extensions thereof.

2. Nondisturbance. So long as Tenant pays all rents and other charges as specified in the Lease and is not otherwise in default (beyond applicable notice and cure periods) of any of its obligations and covenants pursuant to the Lease, Lender agrees for itself and its successors in interest and for any other person acquiring title to the Property through a foreclosure (an "**Acquiring Party**"), that Tenant's possession of the premises as described in the Lease will not be disturbed during the term of the Lease, as said term may be extended pursuant to the terms of the Lease or as said premises may be expanded as specified in the Lease, by reason of a foreclosure. For purposes of this agreement, a "foreclosure" shall include (but not be limited to) a sheriff's or trustee's sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Property and any other transfer of the Landlord's interest in the Property under peril of foreclosure, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure.

3. Attornment. Tenant agrees to attorn to, accept and recognize any Acquiring Party as the landlord under the Lease pursuant to the provisions expressly set forth therein for the then remaining balance of the term of the Lease, and any extensions thereof as made pursuant to the Lease. The foregoing provision shall be self-operative and shall not require the execution of any further instrument or agreement by Tenant as a condition to its effectiveness. Tenant agrees, however, to execute and deliver, at any time and from time to time, upon the request of the Lender or any Acquiring Party any reasonable instrument which may be necessary or appropriate to evidence such attornment.

4. No Liability. Notwithstanding anything to the contrary contained herein or in the Lease, it is specifically understood and agreed that neither the Lender, any receiver nor any Acquiring Party shall be:

(a) liable for any act, omission, negligence or default of any prior landlord (other than to cure defaults of a continuing nature with respect to the maintenance or repair of the demised premises or the Property); provided, however, that any Acquiring Party shall be liable and responsible for the performance of all covenants and obligations of landlord under the Lease accruing from and after the date that it takes title to the Property; or

(b) except as set forth in (a), above, liable for any failure of any prior landlord to construct any improvements or liable for any defects (latent, patent or otherwise) in the design, workmanship, materials, construction or otherwise with respect to construction at the demised premises;

(c) subject to any offsets, credits, claims or defenses which Tenant might have against any prior landlord; or

(d) bound by any rent or additional rent which is payable on a monthly basis and which Tenant might have paid for more than one (1) month in advance to any prior landlord; or

(e) be liable to Tenant hereunder or under the terms of the Lease beyond its interest in the Property.

(f) liable or responsible for or with respect to the retention, application and or/return to the Tenant of any security deposit paid to Borrower or any prior Landlord, unless and until Lender or such Acquiring Party has actually received for its own account as landlord the full amount of such security deposit.

(g) bound by any amendment, modification, termination or surrender of the Lease made without the consent of Lender.

Notwithstanding the foregoing, Tenant reserves its rights to any and all claims or causes of action against such prior landlord for prior losses or damages and against the successor landlord for all losses or damages arising from and after the date that such successor landlord takes title to the Property.

5. Rent. Tenant has notice that the Lease and the rents and all other sums due thereunder have been assigned to Lender as security for the loan secured by the Security Instrument. In the event Lender notifies Tenant of the occurrence of a default under the Security Instrument and demands that Tenant pay its rents and all other sums due or to become due under the Lease directly to Lender, Tenant shall honor such demand and pay its rent and all other sums due under the Lease directly to Lender or as otherwise authorized in writing by Lender. Landlord hereby irrevocably authorizes Tenant to make the foregoing payments to Lender upon such notice and demand.

6. Lender to Receive Notices. Tenant shall notify Lender of any default by Landlord under the Lease which would entitle Tenant to cancel the Lease, and agrees that, notwithstanding any provisions of the Lease to the contrary, no notice of cancellation thereof shall be effective unless Lender shall have received notice of default giving rise to such cancellation and shall have failed within sixty (60) days after receipt of such notice to cure such default, or if such default cannot be cured within sixty (60) days, shall have failed within sixty (60) days after receipt of such notice to commence and thereafter diligently pursue any action necessary to cure such default. All notices hereunder shall be given in the manner prescribed in Section 7 below.

7. NOTICES. All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person with receipt acknowledged by the recipient thereof, (ii) one (1) Business Day (hereinafter defined) after having been deposited for overnight delivery with any reputable overnight courier service, or (iii) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the receiving party at its address set forth above, and:

if to Tenant, to
the attention of:

Mr. Stuart N. Shevin
Standard Furniture of ~~Gardendale~~ ^{ALABAMA}, Inc.
11 Office Park Circle
Mountain Brook, AL 35223
Phone: (205) 879-1604

; and

if to Lender:
to the attention of:

RAIT Partnership, L.P.
its successors and/or assigns
1818 Market Street, 28th Floor
Philadelphia, Pennsylvania 19103
Attention: Scott F. Schaeffer

or addressed as such party may from time to time designate by written notice to the other parties. For purposes of this Paragraph 7, the term "**Business Day**" shall mean any day other than Saturday, Sunday or any other day on which banks are required or authorized to close in Philadelphia, Pennsylvania.

Either party by notice to the other may designate additional or different addresses for subsequent notices or communications.

8. Successors. The obligations and rights of the parties pursuant to this Agreement shall bind and inure to the benefit of the successors, assigns, heirs and legal representatives of the respective parties, including, without limitation, trustees, credit enhancers, servicers or purchasers of securities in connection with a securitization of all or any part of the loan made by Lender to Landlord. In addition, Tenant acknowledges that all references herein to Landlord shall mean the owner of the landlord's interest in the Lease, even if said owner shall be different than the Landlord named in the Recitals.

9. Duplicate Originals; Counterparts. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Agreement. The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

IN WITNESS WHEREOF, Lender and Tenant have duly executed this Agreement as of the date first above written.

LENDER:

RAIT PARTNERSHIP, L.P., a Delaware
limited partnership

By: RAIT General, Inc., a Maryland
corporation

By:

Name

Title:

Scott Schaeffer
President

STATE OF

COUNTY OF

Pennsylvania
Philadelphia

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Scott Schaeffer, whose name as President of RAIT General Inc., A Maryland Corporation as General Partner of RAIT PARTNERSHIP, L.P., a Delaware limited partnership, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 12th day of June, 2007.

TENANT:

Standard Furniture Co

By: [Signature]
Name: STUART SHEVIN
Title: President

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Stuart Shevin, whose name as Pres. Inl- of Standard Furniture of ~~Alabama~~ Gardendale, Inc., an Alabama Corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 10 day of May, 2007.

[Signature]
Notary Public

My Commission Expires: 1/31/2011

LANDLORD:

The undersigned as the Landlord named in the Recitals or as successor thereto hereby accepts and agrees to be bound by the provisions of Paragraph 5 hereof.

LOCKE PELHAM, LLC, a Georgia limited liability company

By: Locke Pelham Owners, LLC, a Georgia limited liability company, its sole member


By: Locke Investment & Development, LLC, its Manager

By:  [SEAL]

Thomas Richard Bryant, Jr., Manager

and

By: Locke Property Investments, Incorporated, its Manager

By:  [SEAL]

Alexander Hertz, President

STATE OF Georgia
COUNTY OF Fulton

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I, the undersigned Notary Public in and for said County, in said State, hereby certify that Thomas Richard Bryant, Jr., whose name as Manager of Locke Investment & Development, LLC, a Georgia limited liability company, in its capacity as Manager of Locke Pelham Owners, LLC, a Georgia limited liability company, the sole member of Locke Pelham, LLC, a Georgia limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said company, acting in its capacity as Manager as aforesaid.

Given under my hand and official seal, this 12th day of June, 2007.

Madia K. Adams
Notary Public

My Commission Expires

NOTARY PUBLIC, FULTON COUNTY, GEORGIA
MY COMMISSION EXPIRES SEPTEMBER 11, 2007

STATE OF Georgia
COUNTY OF Fulton

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Alexander Hertz, whose name as President of Locke Property Investment, Inc., a corporation, in its capacity as Manager of Locke Investment & Development, LLC, a Georgia limited liability company, in its capacity as Manager of Locke Pelham Owners, LLC, a Georgia limited liability company, the sole member of Locke Pelham, LLC, a Georgia limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as Manager as aforesaid.

Given under my hand and official seal, this 12th day of June, 2007.

Madia K. Adams
Notary Public

My Commission Expires

NOTARY PUBLIC, FULTON COUNTY, GEORGIA
MY COMMISSION EXPIRES SEPTEMBER 11, 2007

EXHIBIT A

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LEGAL DESCRIPTION

Lot 1, according to the survey of Pelham Retail Group Subdivision, as recorded in Map Book 38, page 105, in the Probate Office of Shelby County, Alabama, being more particularly described as follows:

From the Southwest corner of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, run Easterly along the South boundary line of Section 13, Township 20 South, Range 3 West, 764.69 feet, more or less, to the point of intersection of the South boundary line of Section 13, Township 20 South, Range 3 West, and the West right of way line of U. S. Highway 31; thence turn in an angle of $102^{\circ} 18'$ to the left and run Northwesterly along the West right of way line of U. S. 31 Highway 1317.8 feet; thence turn an angle of $77^{\circ} 42'$ to the left and run Westerly 878.51 feet to a point in the center of the Old Birmingham-Montgomery Highway; thence turn an angle of $92^{\circ} 09'$ to the right and run Northeasterly along the center of the Old Birmingham-Montgomery Highway for 303.24 feet; thence turn an angle of $03^{\circ} 28'$ to the right and continue Northeasterly along the center of the Old Birmingham-Montgomery Highway for 292.83 feet; thence turn an angle to the right of $84^{\circ} 23'$ and run in an Easterly direction for a distance of 30.14 feet to an existing 3" iron pipe being the point of beginning; thence continue in an Easterly direction along the last mentioned course for a distance of 498.93 feet; thence turn an angle to the right of $79^{\circ} 44' 01''$ and run in a Southeasterly direction for a distance of 299.47 feet; thence turn an angle to the left of $79^{\circ} 46' 18''$ and run in an Easterly direction for a distance of 189.68 feet to a point on the West right of way line of U.S. Highway #31; thence turn an angle to the left of $103^{\circ} 34' 18''$ and run in a Northwesterly direction along the West right of way line of U. S. Highway #31 for a distance of 262.27 feet to the point of beginning of a curve, said curve being concave in an Easterly direction and having a central angle of $16^{\circ} 11' 30''$ and a radius of 2,905.99 feet; thence turn an angle to the right and run in a Northerly direction along the arc of said curve and along the West right of way line of U. S. Highway #31 for a distance of 821.23 feet to an existing 1½ inch open top iron pipe; thence turn an angle to the left ($84^{\circ} 34' 10''$ from the chord of last mentioned curve) and run in a Westerly direction for a distance of 350.86 feet to an existing iron pin; thence turn an angle to the left of $1^{\circ} 35' 12''$ and run in a Westerly direction for a distance of 100.65 feet to an existing cross being on the East right of way of the Old Birmingham-Montgomery Highway or Shelby County Road #238; thence turn an angle to the left of $77^{\circ} 19' 18''$ and run in a Southwesterly direction along the East right of way line of said Old Birmingham-Montgomery Highway for a distance of 786.17 feet, more or less, to the point of beginning. Containing 11.25 acres, more or less.

TOGETHER WITH the easements appurtenant to the property described above created pursuant to that certain Declaration of Covenants, Conditions and Restrictions and Declaration of Easements, by Pelham Retail Group, LLC, an Alabama limited liability company, dated June 6, 2007, recorded as Instrument No. 20070606000263300 in the Probate Office of Shelby County, Alabama.