

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement"), made this 13 day of June, 2007, between Bruno's Supermarkets, LLC, successor-in-interest to Bruno's Inc., (hereinafter called "Tenant") and RAIT Partnership, L.P. (hereinafter called "Lender").

WHEREAS, by Lease dated February 23, 1972 and amended as follows: Addendum to Lease Agreement undated; Second Amendment to Lease dated December 19, 1991; Lease Confirmation Memorandum dated February, 2000 (hereinafter, collectively called the "Lease"), Pelham Retail Group, LLC, an Alabama limited liability company, successor-in-interest to original landlord Joseph A. DeMarco, Sr., (hereinafter called "Landlord") has leased to Tenant and Tenant has rented from landlord all that real property and premises located at 518 Pelham Parkway, in Pelham, and State of Alabama, knows as Pelham Plaza (Bruno's #53), more particularly described in the Lease (hereinafter called the "Demised Premises"); and

WHEREAS, Lender is about to make a loan to Landlord and is the holder or will become the holder of a mortgage (or Deed of Trust or Deed to Secure Debt), hereinafter called "Mortgage," which constitutes or will constitute a lien against the Demised Premises (real property, buildings and improvements thereon described in Exhibit "A"); and

WHEREAS, Lender is unwilling to make a loan to Landlord unless the Lease is subordinate to the lien of the Lender; and


WHEREAS, Tenant desires that Lender recognize Tenant's rights under the Lease, a copy of which has been delivered to Lender, in the event that Lender succeeds to the interests of Landlord under the Lease, and Tenant is willing to agree to attorn to Lender in such event and to subordinate Tenant's leasehold interest to Lender's interest if Lender will recognize Tenant's right of possession under the Lease;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, receipt whereof is hereby acknowledged, and for and in consideration of their respective covenants herein made, the parties agree as follows:

1. Lender hereby consents to and approves the Lease. The Lease and all rights of Tenant thereunder are and shall at all times continue to be subject and subordinate in all respects to the terms and provisions to the lien of the Mortgage (or Deed of Trust) and to all renewals, modifications and extensions thereof. Tenant certifies the Lease presently is in full force and effect.
2. Lender, for itself, its successors and assigns, including any purchaser of the property after foreclosure at public or private sale, agrees with Tenant that so long as Tenant, its successors and assigns are not in default beyond any applicable cure period of any of the terms, covenants and conditions on the part of the Tenant to be performed and observed under the Lease, Tenant and its successors and assigns shall be entitled to remain in possession of the Demised Premises and Lender will not disturb its peaceful possession thereof, for the original term of the Lease and any such extensions or renewals thereof.
3. If the interests of Landlord shall be transferred to and owned by Lender by reason of foreclosure or other proceedings brought by it, or by any other manner, and Lender succeeds to the interests of the Landlord under the Lease, Tenant shall be bound to Lender under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option granted in the Lease, with the same force and effect as if Lender were Landlord under the Lease, and Tenant does hereby attorn to Lender as its Landlord, said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon Lender succeeding to the interest of the Landlord under the Lease, provided, however, that Tenant shall be under no obligation to pay rent to Lender until Tenant receives written notice from Landlord or a court of competent jurisdiction that Lender has succeeded to the interest of the Landlord under the Lease and instruction as to where such rental payment should be made. The respective rights and obligations of Tenant and Lender upon such attornment, to the extent of the then remaining balance of the term of the Lease and any such extensions and renewals, shall be and are the same as now set

forth therein; it being the intention of the parties hereto for this purpose to incorporate the Lease in this Agreement by reference with the same force and effect as if set forth at length herein.

4. Lender agrees that so long as the Lease shall be in full force and effect:
 - (a) Tenant shall not be named or joined as a party defendant or otherwise in any suit, action or proceeding for the foreclosure of the Mortgage or to enforce any rights under the Mortgage or the bond or note or other obligation secured thereby; and
 - (b) The possession by Tenant of the Demised Premises and the Tenant's rights thereto shall not be disturbed, affected or impaired by, nor will the Lease or the term thereof be terminated or otherwise affected by (i) any suit, action or proceeding upon the Mortgage or the bond or note or other obligation secured thereby, or for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage or any other documents held by the Lender, or by any judicial sale or execution or other sale of the Demised Premises, or by any deed given in lieu of foreclosure, or by the exercise of any other rights given to the Lender by any other documents or as a matter of law, or (ii) any default under the Mortgage or the bond or note or other obligation secured thereby.
5. Lender hereby acknowledges and agrees that all fixtures and equipment whether owned by Tenant or any subtenant or leased by Tenant from a Landlord/Owner (hereinafter referred to as the "Equipment Landlord") installed in or on the Demised Premises, regardless of the manner or mode of attachment, shall be and remain the property of Tenant or any such Equipment Landlord and may be removed by Tenant or any such Equipment Landlord at any time. In no event (including a default under the Lease or Mortgage) shall Lender have any liens, rights or claims in Tenant's or Equipment Landlord's fixtures and equipment, whether or not all or any part thereof shall be deemed fixtures; and Lender expressly waives all rights of levy, distraint, or execution with respect to said fixtures and equipment. Lender agrees to execute and deliver to Tenant and Equipment Landlord, within ten (10) days after request therefor, any document required by Tenant or Equipment Landlord in order to evidence the foregoing.
6. The terms "holder of a mortgage" and "Lender" or any similar term herein or in the Lease shall be deemed to include Lender and any of its successors or assigns, including anyone who shall have succeeded to Landlord's interests by, through or under foreclosure of the Mortgage, or deed in lieu of such foreclosure or otherwise.
7. In the event that Lender shall succeed to title by foreclosure or deed in lieu of the foreclosure, or by any other method, Tenant may, at its request, receive a full refund of any and all security deposits paid by Tenant to Landlord should Tenant exercise the right to terminate or assign its obligation as provided under the terms and conditions of the Lease.
8. Any options or rights contained in said Lease to acquire title to the Demised Premises, including any rights of first refusal, are hereby made subject and subordinate to the rights of the Lender under the Mortgage and any acquisition of title to the Demised Premises made by Tenant during the term of the Mortgage shall be made subordinate and subject to the Mortgage.
9. Notwithstanding anything herein to the contrary, Tenant shall not be deemed to be in default under any of the terms or conditions of this Agreement until Tenant has received a fully executed original of this Agreement.
10. This Agreement may not be modified orally or in any manner other than by written agreement signed by the parties hereto or their respective successors or assigns. All of the terms, covenants and conditions herein shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
11. This Agreement may be recorded.
12. This instrument shall be governed by the laws of the State of Alabama.
13. Any and all notices, elections, or demands permitted or required to be made under this Agreement shall be in writing, signed by the party (or its counsel) giving such notice, election or demand, and shall be delivered personally, or sent by registered


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or certified United States mail, postage prepaid, return receipt requested, to the other party at the address set forth below, or at such other address within the continental United States of America as may have therefore been designated in writing at least thirty (30) days in advance. All notices, elections or demands shall be effective upon being delivered personally or being deposited in the United States Mail as aforesaid. However, the time period in which a response to any notice, election or demand must be given, if any, shall commence to run from the date of personal delivery or receipt of the notice, election or demand. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice is given shall be deemed to be receipt of the notice, election or demand. For the purposes of this Agreement:

The address of the Landlord is:

Locke Pelham, LLC
c/o Bryant Commercial Real Estate Partners
One Alliance Center
3500 Lenox Rd. N.E., Suite 200
Atlanta, Georgia 30326
Attention: T. Richard Bryant, President
Facsimile No.: (404) 442-2811

With a copy to:

Click & Null, P.C.
3475 Piedmont Road, N.E.
Suite 1910
Atlanta, Georgia 30305
Attention: Michael R. Tippet, Esquire
Facsimile No.: (404) 760-2701


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The address of Tenant is:

BI-LO, LLC
208 BI-LO Boulevard
P. O. Drawer 99
Mauldin, South Carolina 29662
Attention: Real Estate Dept.

The address of Lender is:

RAIT Partnership, L.P.
1818 Market Street, 28th Floor
Philadelphia, Pennsylvania 19103
Attention: Scott F. Schaeffer, President
Facsimile No.: (215) 861-7920

With a copy to:

Ledgewood, a professional corporation
1900 Market Street, Suite 750
Philadelphia, Pennsylvania 19103
Attention: Christian S. Bruno, Esquire
Facsimile No.: (215) 735-2513

14. 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 Mortgage. In the event Lender notifies Tenant of the occurrence of a default under the Mortgage 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.

15. 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 thirty (30) days after receipt of such notice to cure such default, or if such default

cannot be cured within thirty (30) days, shall have failed within thirty (30) days after receipt of such notice to commence and thereafter diligently pursue any action necessary to cure such default.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement under sale as of the date first above written.

LENDER:

Signed, sealed and delivered
in the presence of:

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

By: RAIT General, Inc. its general partner

By:

Name:

Title:


Scott F. Schaeffer
President

Unofficial Witness

Unofficial Witness

TENANT:

Signed, sealed and delivered
in the presence of:

Bruno's Supermarkets, LLC

By: _____

Unofficial Witness

Unofficial Witness

[COMPANY SEAL]



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IN WITNESS WHEREOF, the parties hereto have executed this Agreement under sale as of the date first above written.

LENDER:

Signed, sealed and delivered
in the presence of:

Shirley Figueroa
Unofficial Witness

RAIT Partnership, L.P.

By: RAIT General, Inc.


By: [Signature]

Jeff Schaeffer
President

Attest: _____

Unofficial Witness

[BANK/COMPANY SEAL]


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06/22/2007 03:30:43PM FILED/CERT

TENANT:

Bruno's Supermarkets, LLC

By: [Signature]

Signed, sealed and delivered
in the presence of:

[Signature]
Unofficial Witness

[Signature]
Unofficial Witness

[COMPANY SEAL]

BRUNOS SUPERMARKETS INC.
800 LAKESHORE PKWY.
BIRMINGHAM, AL 35211

LANDLORD'S CONSENT

Landlord enters into this Agreement for the purpose of acknowledging the signing and delivery thereof by the above parties and for the purpose of agreeing to the matters hereinabove stated which affect Landlord's interests in the Lease and the Demised Premises.

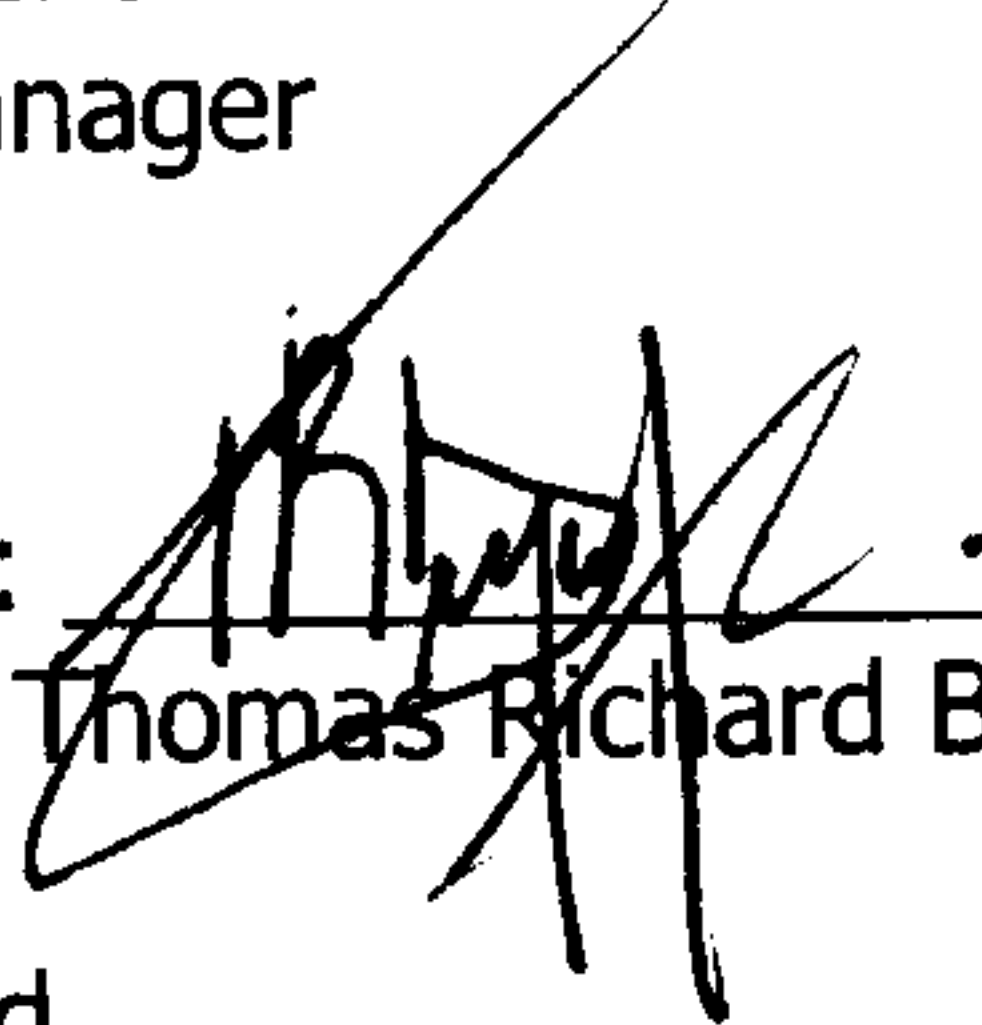
LANDLORD:

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 ____ hereof.

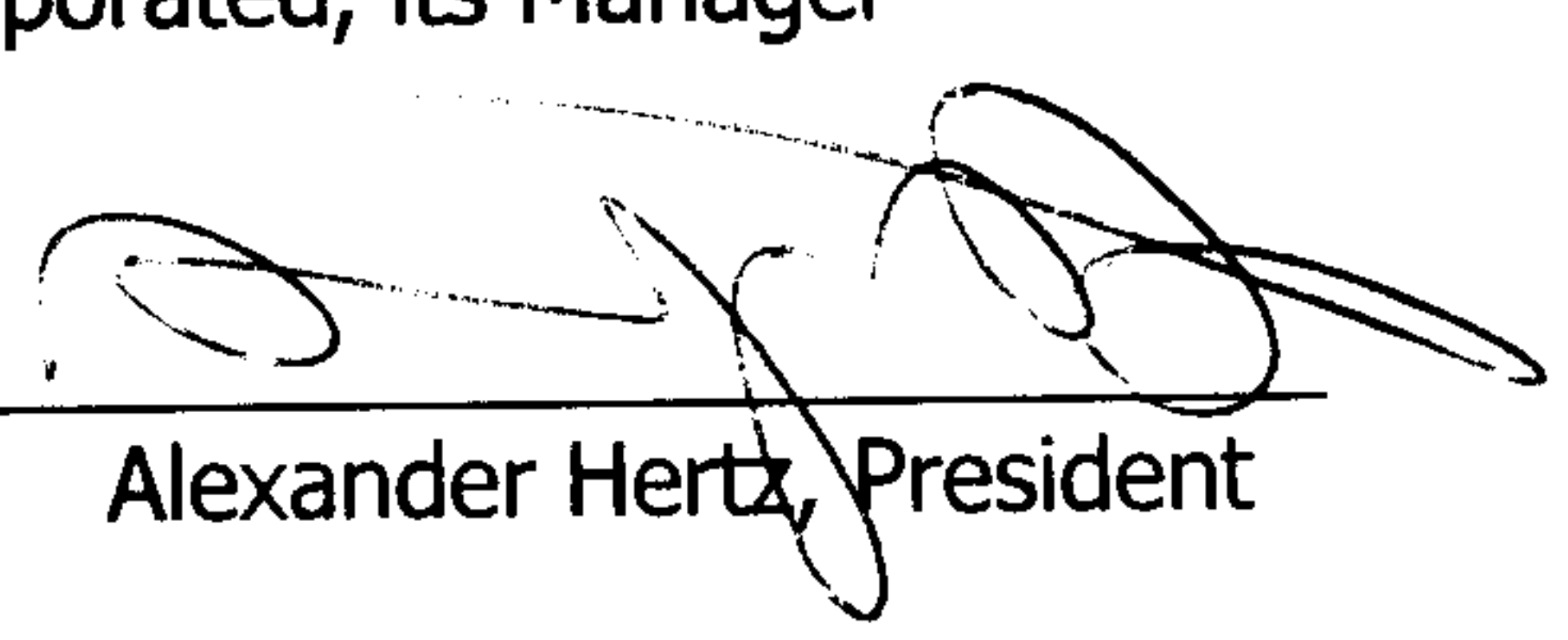
LOCKE PELHAM, LLC, a Georgia limited liability company

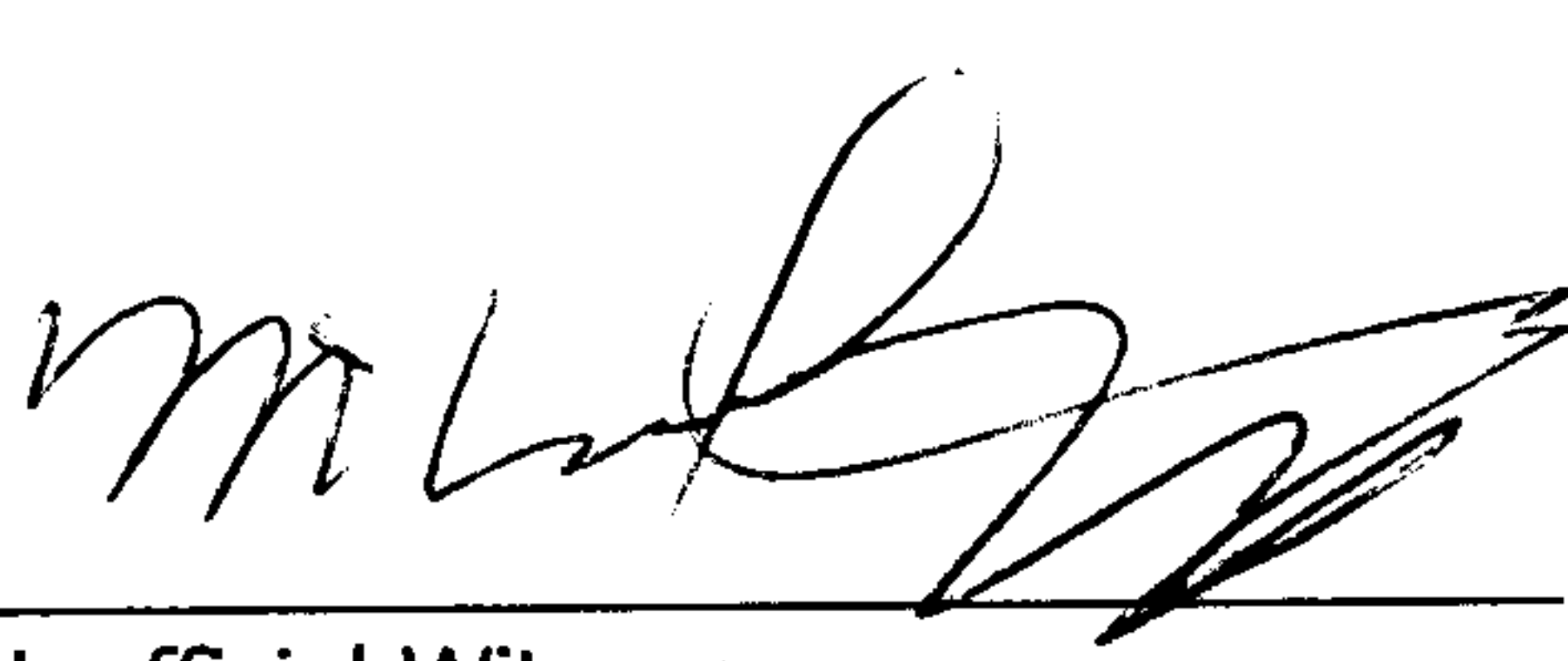
By: Locke Pelham Owners, LLC, a Georgia limited liability company, its sole member

By: Locke Investment & Development, LLC, its Manager


By: 
Thomas Richard Bryant, Jr., Manager
and

By: Locke Property Investments, Incorporated, its Manager

By: 
Alexander Hertz, President


Unofficial Witness


Unofficial Witness


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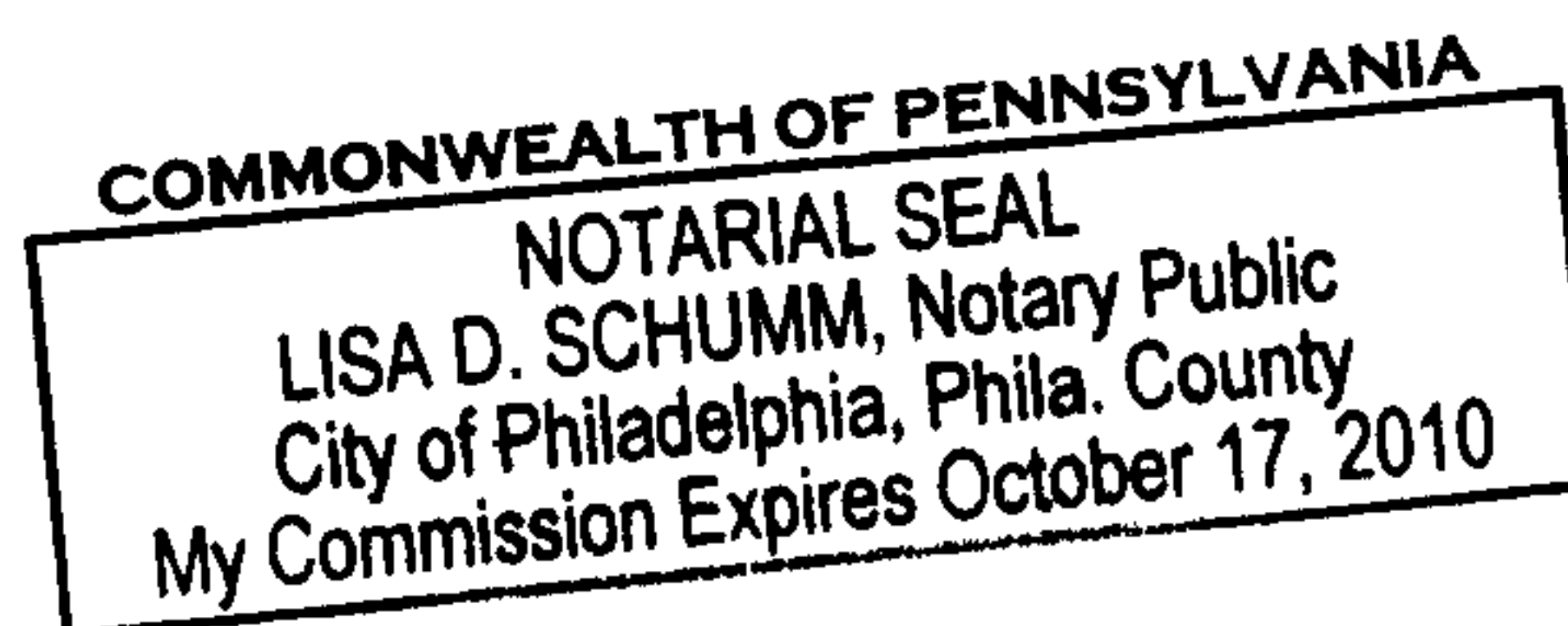
ACKNOWLEDGMENT OF LENDER

STATE OF Pennsylvania
COUNTY OF Philadelphia

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Scott Schaffer whose name as President of RAIT General, Inc., in its capacity as general partner of RAIT Partnership, L.P., a Delaware limited partnership, 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/she, as such President and with full authority, executed the same voluntarily for and as the act of said company, acting in its capacity as general partner as aforesaid.

Given under my hand and official seal, this 21st day of June, 2007.

Lisa D. Schumm
Notary Public
My Commission Expires: _____



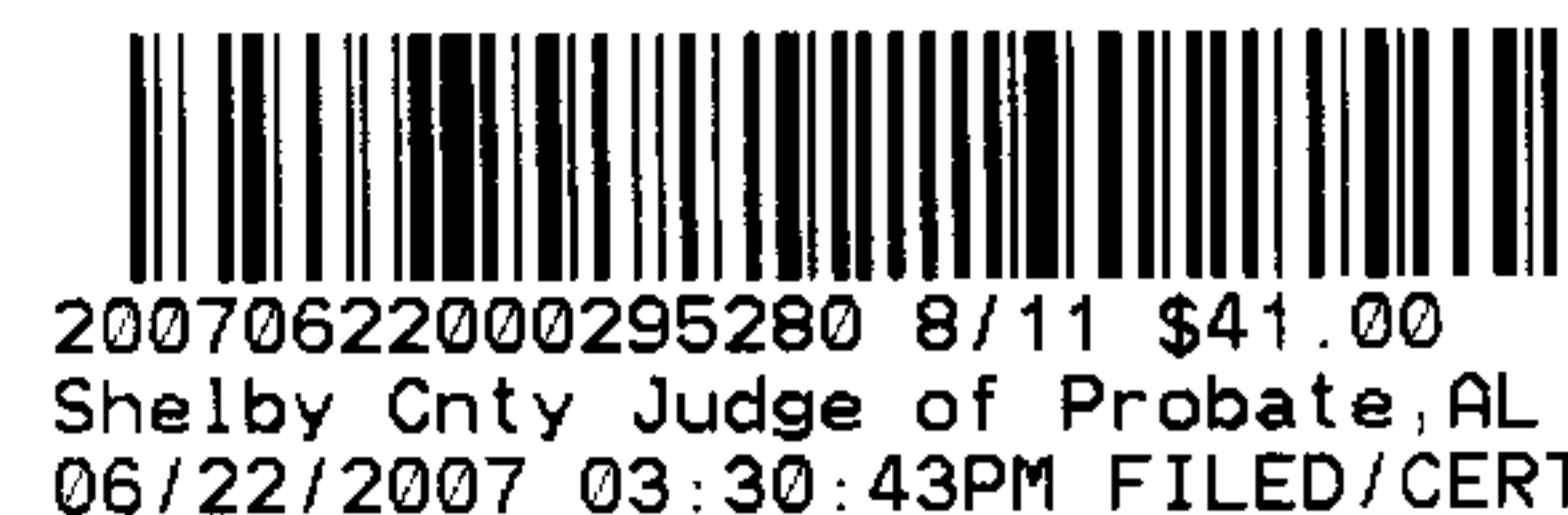
ACKNOWLEDGMENT OF TENANT

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that _____ whose name as _____ of Bruno's Supermarket, LLC, a _____ 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/she, as such _____ and with full authority, executed the same voluntarily for and as the act of said limited liability company.

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

Notary Public
My Commission Expires: _____




ACKNOWLEDGMENT OF LENDER

STATE OF)
)
COUNTY OF)

Personally appeared before me _____ who, being duly sworn, says that he saw the corporate seal of _____, affixed to the foregoing instrument, and that he saw _____, as _____ of _____, personally known to deponent to be such officer of such corporation, sign this instrument and deliver same for and on behalf of such corporation, and the deponent, with _____, witnessed the execution and delivery thereof as the act and deed of _____.

Sworn to and subscribed before
me this ____ day of _____,
20__.


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[AFFIX NOTARIAL SEAL]

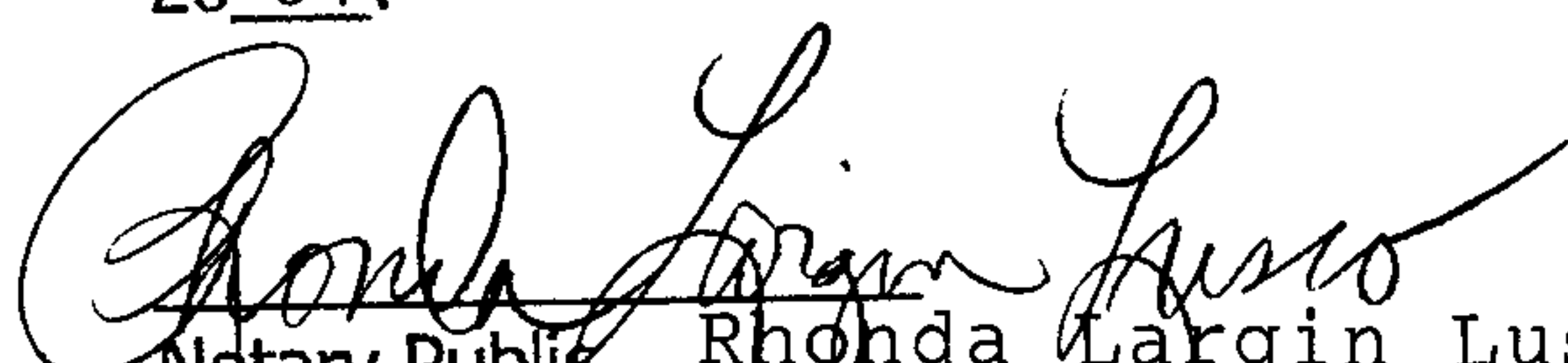
Notary Public
My Commission Expires:

ACKNOWLEDGMENT OF TENANT

STATE OF ~~SOUTH CAROLINA~~ ALABAMA)
)
COUNTY OF ~~GREENVILLE~~ JEFFERSON)

Personally appeared before me Rhonda Largin Lusco who, being duly sworn, says that ^{she} ~~he~~ saw the corporate seal of SCOTT NORTH, affixed to the foregoing instrument, and that s he saw SCOTT NORTH, as Vice President of said corporation, personally known to deponent to be such officer of such corporation, respectively sign this instrument and deliver same for and on behalf of such corporation, and the deponent, with Robbie Mitchell, witnessed the execution and delivery thereof as the act and deed of said corporation.

Sworn to and subscribed before
me this 30 day of May,
2007.


Notary Public Rhonda Largin Lusco
My Commission Expires: 1/31/2011

[AFFIX NOTARIAL SEAL]

ACKNOWLEDGMENT OF LANDLORD

STATE OF Georgia)
COUNTY OF Fulton)

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, in its capacity as 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 14th day of June, 2007.

Madia K. Abroad

Notary Public

My Commission Expires: NOTARY PUBLIC, FULTON COUNTY, GEORGIA
~~MY COMMISSION EXPIRES SEPTEMBER 11, 2007~~



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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, Incorporated, 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, in its capacity as 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 14th day of June, 2007.


Madia K. Abroad

Notary Public

My Commission Expires: NOTARY PUBLIC, FULTON COUNTY, GEORGIA
~~MY COMMISSION EXPIRES SEPTEMBER 11, 2007~~

EXHIBIT A

LEGAL DESCRIPTION


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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° 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° 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° 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° 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° 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° 44' 01" and run in a Southeasterly direction for a distance of 299.47 feet; thence turn an angle to the left of 79° 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° 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° 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° 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° 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° 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.