OPERATING AGREEMENT
OF 990 STEWART AVENUE INVESTORS LLC

THIS OPERATING AGREEMENT OF 990 STEWART AVENUE INVESTORS LLC, a Delaware limited liability company (the "Company"), made as of this 1st day of November, 2006 (this "Agreement"), by and between **Treeline 990 Stewart Partners LLC**, a Delaware limited liability company with offices care of Treeline Management Corp., 200 Garden City Plaza, Suite 325, Garden City, NY 11530 (the "Common Capital Member" or the "Managing Member," as the context may require), and **RAIT Atria, LLC**, a Delaware limited liability company, with offices care of RAIT Partnership L.P., 1818 Market Street, 28th Floor, Philadelphia, PA 19103 (the "Preferred Capital Member" and, collectively with the Common Capital Member, the "Members"). Capitalized terms used but not otherwise defined in the recitals or in the text of this Agreement shall have the meaning ascribed to such terms in Section 31 of this Agreement.

The Members, by execution of this Agreement, hereby form the Company as a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. § 18 101 et seq.), as amended from time to time (the "Act").

W I T N E S S E T H :

WHEREAS, the Company was formed for the purpose of acquiring a certain leasehold interest in and the improvements on the property commonly known and described as 990 Stewart Avenue, Garden City, New York 11530 (such leasehold interest together with the improvements, the "Property"), as evidenced by that certain Lease Agreement, dated January 24, 1983 (the "Ground Lease"), by and between 990 Stewart Associates, LLC and Tri-Martin Associates III,

LLC, c/o Heritage Management Corp., 123 Prospect Street, Ridgewood, New Jersey 07451 (as successors-in-interest to Lexington Holding Company) (collectively, the "Seller"), and the County of Nassau, for a purchase price of $45,996,195 (such purchase, the "Property Purchase"), and owning, operating, renting, managing and selling the Property once acquired;

WHEREAS, Bank of America, N.A. ("B of A") originally financed the acquisition of the Property by the Seller (such financing, the "B of A Financing"), which loan is presently contemplated to be in the principal amount of $30,996,195, and which loan has been securitized, with LaSalle Bank National Association ("LaSalle") as the current holder of such loan;

WHEREAS, pursuant to the Property Purchase contract, the B of A Financing must be assumed by the Company, but the requirements of that loan require that a special purpose entity be formed to acquire and hold the Property;

WHEREAS, in order to permit the assumption of the B of A Financing by the Company as partial satisfaction of the purchase price for the Property, the Company has formed Treeline 990 Stewart LLC (the "Property Owner"), a Delaware limited liability company, whose sole member will be the Company and whose sole function will be to acquire, own, operate, rent, manage and sell the Property with certain capital contributions made to the Property Owner by the Company and the proceeds of the B of A Financing;

WHEREAS, it is presently contemplated that the Company will need additional funding, above and beyond the assumption of the B of A Financing, of approximately $19,408,500 in connection with the acquisition of the Property and related transactions;

WHEREAS, the Preferred Capital Member is willing to provide a portion of such additional funding and, in that regard, become a member of the Company under the terms and provisions of this Agreement;

WHEREAS, in furtherance of the foregoing, the Members desire to create two (2) classes of membership interests in the Company:

(a) a preferred capital interest (the "Preferred Capital Units"), which, in return for a capital contribution to the Company that is presently contemplated to be $7,750,000 (the "Preferred Capital Member Contribution"), shall entitle its holder to:

(i) receipt of the Entrance Preferred Return, payable upon the Company's receipt of the Preferred Capital Member Contribution;

(ii) receipt of the Preferred Priority Return on the Monthly Distribution Date or on any other Business Day, as applicable under this Agreement;

(iii) upon a sale, transfer or refinance of the Property or any redemption of the Preferred Capital Units by the Company (whether elective or mandatory under the terms of this Agreement), the return of the outstanding balance of the Preferred Capital Member Contribution (together with any accrued but unpaid Preferred Priority Return); and

(iv) receipt of the Exit Preferred Return, payable upon redemption of the Preferred Capital Units.

(b) a common capital interest (the "Common Capital Units"), which, in return for a capital contribution to the Company that is presently contemplated to be $11,658,500 (the "Common Capital Member Contribution"), shall entitle its holder to:

(i) after payment in full of all accrued Preferred Priority Return, all operating income or any other revenues generated in connection with the Property, and;

(ii) upon a sale, transfer or refinance of the Property, the net proceeds from such sale or refinancing (less the sum of (A) the outstanding balance of the Preferred

Capital Member Contribution, (B) any accrued but unpaid Preferred Priority Return, and (C) the Exit Preferred Return).

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto intending to be legally bound mutually agree as follows:

1. Purpose of the Company; Approval of the Property Purchase and the B of A Financing; Place of Business; and Other Matters.

(a) Purpose and Approval of the Property Purchase and B of A Financing:

The purposes to be conducted or promoted by the Company are to (a) own and hold 100% of the equity interests in the Property Owner, and (b) exercise all powers necessary or convenient to the conduct, promotion or attainment of the business or other purposes otherwise set forth herein. The Members by their execution of this Agreement hereby consent to any and all actions needed to implement the Property Purchase, the B of A Financing and any related transactions and authorize the Managing Member and any successor, assignee, or designee approved or designated by the Managing Member, on behalf of the Company, to take all actions and execute all documents to the extent necessary to consummate the Property Purchase, the B of A Financing and related transactions. Without limiting the generality of the foregoing, the Members hereby ratify and affirm any and all actions taken by the Managing Member and any predecessor of, or any designee approved or designated by, the Managing Member, on behalf of the Company, in connection with the Property Purchase, B of A Financing and the transactions relating thereto, to the extent arising on or prior to the date hereof. Notwithstanding any other provision of this Agreement, the Company, by or through the Managing Member, may enter into and perform the Limited Liability Company Operating

Agreement of the Property Owner, any document relating to the Property Purchase, any document relative to the Property Owner and any and all documents, agreements, certificates, or financial statements contemplated thereby or related thereto, all without any further act, vote or approval of any other Person.

(b) Principal Place of Business: The principal business office of the Company shall be located at 200 Garden City Plaza, Suite 325, Garden City, New York 11530, or such other location as may hereafter be determined by the Managing Member.

(c) Registered Office: The address of the registered office of the Company in the State of Delaware is c/o National Corporate Research, Ltd., 615 South Dupont Highway, Dover, Delaware 19901.

(d) Registered Agent: The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is National Corporate Research, Ltd., 615 South Dupont Highway, Dover, Delaware 19901.

(e) Certificates: The Company was organized as a Delaware limited liability company on January 19, 2006, by the filing of the Certificate of Formation of the Company with the Secretary of State of the State of Delaware by Michael I. Schor, as an "authorized person" of the Company within the meaning of the Act. The Company qualified to do business in the State of New York on January 23, 2006. The Managing Member shall execute, deliver and file any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any other jurisdiction in which the Company may wish to conduct business.

2. Classes of Membership Interests; Redemption and Buy/Sell Rights and Recourse Events relating to Preferred Capital Units:

(a) Classes of Membership Interests: As noted in the seventh "Whereas" clause, the Company will have two (2) types of Members: (i) Preferred Capital Members, who shall receive Preferred Capital Units, and (ii) Common Capital Members, who shall receive Common Capital Units. No Preferred Capital Member will have any voting or approval rights except as expressly set forth in Section 12(b) of this Agreement and each Preferred Capital Member will have limited rights to cash flow, as set forth in Section 8 of this Agreement. The name and address of each Member and the type of Membership Interest held by each such Member is set forth on Exhibit A to this Agreement, which Exhibit is incorporated by reference herein.

The Members hereby acknowledge and confirm that (i) there is only one Preferred Capital Member, namely RAIT Atria, LLC, which shall contribute the entire amount of the Preferred Capital Member Contribution and which owns 100% of the Preferred Capital Units of the Company and (ii) there is only one Common Capital Member, namely Treeline 990 Stewart Partners LLC, which will act as the Managing Member of the Company, contribute the entire amount of the Common Capital Member Contribution and own 100% of the Common Capital Units of the Company. The powers of the Managing Member are set forth in Section 14 of this Agreement.

(b) Redemption Rights relating to Preferred Capital Units: The Company may, upon at least thirty (30) days prior written notice to the Preferred Capital Member, redeem the Preferred Capital Units at any time after June 30, 2007 ("Lockout Date"), in whole but not in part, for a price payable in cash equal to the sum of (i) any accrued but unpaid Preferred Priority Return, (ii) the outstanding balance of the Preferred Capital Member Contribution, and (iii) the Exit Preferred Return. In the event that less than thirty (30) days prior written notice is provided

to the Preferred Capital Member of the Company's election to redeem the Preferred Capital Units, then payment for redemption shall, in addition to items (i)-(iii) above, also include payment of the Early Redemption Preferred Return. Concurrently with any such redemption, all assets of the Company, including, without limitation, all of the equity interests in the Property Owner, shall be assigned or otherwise transferred to the Common Capital Member and any and all rights and obligations of the Preferred Capital Member under this Agreement, other than those rights or obligations that this Agreement explicitly states shall survive such redemption, shall automatically be extinguished. The Preferred Capital Member hereby agrees to execute and deliver all instruments, agreements or other documents and to undertake any other actions reasonably requested by the Common Capital Member necessary to effectuate any of the foregoing.

(c) Buy/Sell Rights relating to the Preferred Capital Units: If the Preferred Priority Return is not paid on the dates and in the amounts identified herein (a "Buy/Sell Event"), then the Preferred Capital Member, at its discretion but subject to the prior written consent and approval of LaSalle pursuant to the B of A Financing loan documents (the "LaSalle Approval"), may, but shall not be obligated to, upon at least five (5) Business Days prior written notice to the Common Capital Member (the "Buy/Sell Notice"), exercise any or all of the following rights (the "Buy/Sell Rights"):

(i) cause a sale of the Property, (1) to a bona fide, independent third party, (2) upon terms and conditions that are commercially reasonable and fair, (3) at a purchase price that is not less than the Property's Fair Market Value, (4) that generates proceeds sufficient to pay off or defease the B of A Financing and (5) that otherwise conforms to the B of A Financing loan documents; or

(ii) purchase 100% of the Common Capital Units in the Company for a price equal to the Deferred Capital Purchase Price to be paid from the funds held in the Deferred Capital Escrow Account (as defined in Section 4(a) below) and in a manner that conforms to the B of A Financing loan documents.

Notwithstanding anything in this Section 2(c) or anywhere else in this Agreement, at any time after the Preferred Capital Member's delivery of a Buy/Sell Notice but prior to its exercise of the specific Buy/Sell Right identified in such Buy/Sell Notice, the Common Capital Member may redeem the Preferred Capital Units, in whole but not in part, for a price payable in cash equal to the sum of (i) any accrued but unpaid Preferred Priority Return, (ii) the outstanding balance of the Preferred Capital Member Contribution, (iii) the Exit Preferred Fee, and (iv) the Early Redemption Preferred Return if less than thirty (30) days prior written notice of such redemption is provided (collectively, the "Equity Redemption Amount"). Upon the Preferred Capital Member's receipt of the Equity Redemption Amount, any and all rights and obligations of the Preferred Capital Member under this Agreement, including, without limitation, any Buy/Sell Right, shall automatically be extinguished.

(d) Interim Preferred Capital Member Rights. After a Buy/Sell Event, until such time as the Preferred Capital Member has received the LaSalle Approval of either (i) the purchase of the Common Capital Units or (ii) the consummation of the sale of the Property, each in accordance with the B of A Financing loan documents, the Preferred Capital Member may (A) take such actions as are necessary to become the sole signatory on the Operating Account pursuant to the Depository Acknowledgement (as defined in Section 14(c) herein) and, after payment in full of all amounts then due in connection with (1) the B of A Financing and (2) any operating expenses of the Property, apply all funds in the ZBA Account or Operating Account to

repayment of the then-outstanding Preferred Equity Obligations, (B) replace the Management Company (as hereinafter defined) with a Qualified Manager (as such term is defined in the B of A Financing Loan Agreement), (C) instruct the Managing Member and the members of the Common Capital Member not to vote its interests in a manner inconsistent with the Preferred Capital Member's direction, and/or (D) terminate any other contracts or fee arrangements with any affiliate of Managing Member. If, upon or after the occurrence of any Buy/Sell Event, the Preferred Capital Member so instructs the Managing Member as provided in clause (C) above, the Managing Member agrees to vote its interests in a manner consistent with the Preferred Capital Member's direction, and cooperate with and execute and deliver all instruments, agreements or other documents and to undertake any other actions reasonably requested by the Preferred Capital Member which may be necessary to (x) change the Management Company as manager of the Property, (y) release its signing authority on the Operating Account, and (z) upon receipt of all consents and approvals required under the B of A Financing loan documents, if any, release the B of A mortgage on, and consummate the sale of, the Property, if so determined by Preferred Capital Member.

Upon the occurrence of a Preferred Equity Default, the Preferred Priority Return shall be immediately and prospectively recast at the Preferred Equity Default Rate which shall remain in effect until the earlier of the date that the Preferred Equity Default is cured or the date that the Preferred Capital Units are redeemed.

3. Capital Contributions.

In connection with the execution of this Agreement, (i) the Preferred Capital Member will contribute the Preferred Capital Member Contribution, in an aggregate amount of $7,750,000 (less any reasonable due diligence expenses incurred by Preferred Capital Member in

connection with this transaction), to the Company and (ii) the Common Capital Member will contribute the Common Capital Member Contribution, in an aggregate amount of $11,658,500, to the Company. The Managing Member will give notice to the Preferred Capital Member of the anticipated closing date (the "Closing Date") for the acquisition of the Property, at least, five (5) business days before the Closing Date. The Preferred Capital Member will contribute the entire amount of the Preferred Capital Member Contribution to the Company on the Closing Date. The Common Capital Member will contribute up to $4,000,000 of the Common Capital Member Contribution to the Company upon signing this Agreement and the balance of the Common Capital Member Contribution will be payable to the Company no later than three (3) business days before the Closing Date.

4. Deferred Capital Contribution/Capital Calls.

(a) Deferred Capital Contribution. On the Closing Date, $1,500,000 of the Preferred Capital Member Contribution (the "Deferred Capital Contribution") shall be deposited to an escrow account controlled by the Preferred Capital Member (the "Deferred Capital Escrow Account"). Subject to Section 4(b) below, the Deferred Capital Contribution shall remain on deposit in the Deferred Capital Escrow Account until the earlier of (i) redemption of the Preferred Capital Units pursuant to Section 2(b) herein, and (ii) the occurrence of any Buy/Sell Event hereunder. Notwithstanding anything else in this Agreement, any interest accruing on the Deferred Capital Contribution shall be solely for the benefit of the Company and, upon written notice from Company to Preferred Capital Member shall be distributed to the Company so long as any funds shall remain in the Deferred Capital Escrow Account. Such request from company to the Preferred Capital Member may not be made more than once each fiscal quarter.

(b) Tenant Improvement/Leasing Commissions. The Company may draw up to an aggregate amount of $500,000 (the "TI/LC Capital Contributions"), from the Deferred Capital Escrow Account, in order to pay for tenant improvements related to the Property ("Tenant Improvements") and leasing commissions earned in connection with any new leases at the Property ("Leasing Commissions"), subject to the delivery by or on behalf of the Company of each of the following documents and satisfaction of each of the following conditions, all of which must be approved by the Preferred Capital Member in its reasonable discretion:

(1) receipt by the Preferred Capital Member of a requisition in the form of Exhibit C attached hereto (the "Contribution Request"). Each Contribution Request shall indicate the amounts expended or costs incurred for work done and necessary material delivered to the Property, if for Tenant Improvements, or the brokerage agreement and lease if for Leasing Commissions.

(2) the Company shall have submitted a complete and fully executed Contribution Request form at least five (5) Business Days prior to the date the TI/LC Capital Contribution is being requested;

(3) the Preferred Capital Member shall have received copies, as available, of all reports, if any, required to satisfy requirements of all applicable governmental agencies having jurisdiction over the Property;

(4) no Preferred Equity Default, nor any event or state of facts which with notice or passage of time or both would constitute a Preferred Equity Default shall then exist;

(5) the Preferred Capital Member shall have received copies of waivers of liens from the general contractor, if any, and all such other parties furnishing materials and/or services in excess of $50,000;

(6) the Preferred Capital Member shall have received copies of invoices, bills and documentation reasonably required by the Preferred Capital Member to establish that such costs are substantially in accordance with market rates and that such amounts are then due or have been paid;

(7) the Preferred Capital Member shall have approved any Major Lease for which a TI/LC Capital Contribution for Leasing Commissions is being made and shall have received a fully-executed copy of such lease in form and substance previously approved by the Preferred Capital Member in its reasonable discretion;

(8) the Preferred Capital Member shall not be required to make any TI/LC Capital Contribution more frequently than once per month; and

(9) each Contribution Request shall be in a minimum amount of $25,000, provided, however, that if less than $25,000 shall remain in the Deferred Capital Escrow Account, then any such Contribution Request may be for the balance of the funds remaining on deposit in the Deferred Capital Escrow Account, without regard to the previously stated minimum.

(c) In the event that the Company requires additional monies for capital improvements or any other obligation, such monies shall be contributed solely by the Common Capital Member. Other than the Preferred Capital Member Contribution, there shall be no obligation on the part of the Preferred Capital Member to contribute any funds to the Company.

5. Entrance Preferred Return. Upon receipt by the Company of the Preferred Capital Member Contribution, the Company shall pay to the Preferred Capital Member the Entrance Preferred Return. The Entrance Preferred Return shall be deemed immediately earned by the Preferred Capital Member, shall be excluded in the determination of the Preferred Priority Return, and shall, under no circumstances, be deemed a return of or on the Preferred Capital Member Contribution. In addition, the Entrance Preferred Return shall not be offset or be applied against amounts that may be or may become due under Section 8(b) of this Agreement. Company acknowledges that good and valuable consideration was given for the payment of the Entrance Preferred Return.

6. [Reserved]

7. Dissolution of Company. The Company may not be dissolved except by the Common Capital Member, upon at least three (3) business days prior notice to the Preferred Capital Member and payment in full of the outstanding balance of the Preferred Capital Member Contribution, any accrued but unpaid Preferred Priority Return, and the Exit Preferred Return. Concurrently with any such dissolution, all assets of the Company, including, without limitation, all of the equity interests in the Property Owner, shall be assigned or otherwise transferred to the Common Capital Member and any and all rights and obligations of the Preferred Capital Member under this Agreement, other than those rights or obligations that this Agreement explicitly states shall survive such dissolution, shall automatically be extinguished. The Preferred Capital Member hereby agrees to execute and deliver all instruments, agreements or other documents and to undertake any other actions reasonably requested by the Common Capital Member necessary to effectuate any of the foregoing.

8. Distributions.

(a) Monthly Operating Income Distributions. On each Monthly Distribution Date prior to the occurrence and continuation of a Preferred Equity Default beyond the applicable cure period, if any, identified herein, cash flow that is generated from the rental of the Property and operations (but excluding cash flow generated from a sale or refinancing of the Property) and distributed to the Operating Account pursuant to Section 14(c) hereof shall be distributed from the Operating Account in the following order:

(i) first, to the Preferred Capital Member an amount necessary to replenish the Preferred Return Reserve, if necessary;

(ii) second, if for any prior Accrual Period the Preferred Priority Return was not paid in full, to the Preferred Capital Member any accumulated, accrued and unpaid portion of the Preferred Priority Return for such prior Accrual Period;

(iii) third, to the Preferred Capital Member, an aggregate amount equal to the Preferred Priority Return for the immediately preceding Accrual Period; and

(iv) lastly, to the Common Capital Member, the balance, if any, of such cash flow.

Notwithstanding anything to the contrary in this Agreement, if operating income and all other revenue generated from the rental of the Property shall be insufficient to pay the entire amount of any or all amounts due pursuant to subsection (i) through (iii) above, the Company may pay any shortfall with any other funds available to it.

(b) Distribution of Sale and Refinancing Proceeds. Subject to the limitations set forth herein and the discretion of the Managing Member to retain funds for adequate reserves

or for operations and repayment of the B of A Financing, any proceeds or cash flow resulting from a sale or refinancing of the Property shall be distributed, to the extent available, on the date of such sale or refinance of the Property among the Members in the following order:

(i) first, to the Preferred Capital Member, payment of any accrued but unpaid Preferred Priority Return, calculated so as to include the period between the immediately preceding Monthly Distribution Date and the date of the sale or refinance of the Property;

(ii) second, to the Preferred Capital Member, repayment of the then-outstanding balance of the Preferred Capital Member Contribution and any other unpaid Preferred Equity Obligations, including, but not limited to, the Exit Preferred Return (which, upon full payment of the Preferred Equity Obligations, shall fully redeem the Preferred Capital Units); and

(iii) lastly, to the Common Capital Member, the balance, if any, of such funds.

Concurrently with any such sale or refinancing, all assets of the Company, including, without limitation, all of the equity interests in the Property Owner, shall be assigned or otherwise transferred to the Common Capital Member and any and all rights and obligations of the Preferred Capital Member under this Agreement, other than those rights or obligations that this Agreement explicitly states shall survive such sale or refinancing, shall automatically be extinguished. The Preferred Capital Member hereby agrees to execute and deliver all instruments, agreements or other documents and to undertake any other actions reasonably requested by the Common Capital Member necessary to effectuate any of the foregoing.

(c) Distribution of Liquidating Proceeds. Notwithstanding anything to the contrary set forth herein, upon liquidation, termination or dissolution of the Company or a sale of the Property resulting in the liquidation, termination or dissolution of the Company, the proceeds thereof shall be paid in the same manner as will a distribution of proceeds from a sale or refinancing, as set forth above in subsection (b).

(d) Mandatory Purchase and Redemption. Subject to the Act, on the Redemption Date, the Company shall purchase and redeem 100% of the Preferred Capital Member's Preferred Capital Units by paying to the Preferred Capital Member (i) any accrued but unpaid Preferred Priority Return, (ii) an amount equal to the outstanding balance of the Preferred Capital Member Contribution, and (iii) the Exit Preferred Return

9. [Reserved]

10. [Reserved]

11. [Reserved]

12. Voting.

(a) General. The vote of the Common Capital Member shall govern the affairs of the Company in all matters, other than with respect to the Material Actions (as defined herein). The Preferred Capital Member shall have no voting rights, except to the extent specifically noted in Section 12(b) of this Agreement.

(b) Special Voting Rights of Members. Neither the Managing Member nor any other Member shall be authorized or empowered, without the prior written consent of the Preferred Capital Member, which consent shall not be unreasonably withheld, conditioned or delayed, to take any of the following actions with respect to the Company (each, a "Material Action", and collectively, the "Material Actions"):

(i) sell, assign, exchange, transfer, convey, mortgage, encumber, dilute, or otherwise dispose of or consent to the sale, assignment, exchange, transfer, conveyance, mortgage, encumbrance, dilution or other disposition of all or substantially all of the Company's assets or the Company's interest in the Property Owner;

(ii) consent to the sale, assignment, exchange, transfer, conveyance, mortgage, encumbrance, dilution or other disposition of the Property by Property Owner;

(iii) any change in the Manager or Managing Member of the Company (other than any transfer of any Capital Units of the Managing Member (as defined in the LLC Operating Agreement of the Managing Member) made in accordance with the B of A Financing's loan documents), any change in the Manager or Managing Member of the Common Capital Member, or in the property managers for the Property;

(iv) consent to or permit the consolidation, merger, re-organization or the taking of any similar action with respect to the Company;

(v) institute any legal proceedings seeking reorganization, rehabilitation, arrangement, composition, readjustment, liquidation, dissolution or similar relief for the Company under United States Bankruptcy Law;

(vi) cause the Company to cease business operations or to engage in any substantial departure from the business engaged in by the Company or do any act that would make it impossible to carry on the ordinary business of the Company;

(vii) dissolve, liquidate and wind-up the affairs of the Company, other than pursuant to Section 7 herein;

(viii) make an assignment for the benefit of creditors;

(ix) issue Units or other equity to any Person or create a new class of Members;

(x) enter into any loan, including any loan that is secured by the Property or any part thereof or any property or other asset of a Member (including any refinancing of the B of A Financing);

(xi) other than operating or trade debt incurred in the normal course of business in connection with the operation of the Property, lend money to, or guaranty or otherwise become responsible for, the payment or satisfaction of any obligation of a Member or other Person;

(xii) cause the Company to operate in such a manner as to be classified as an "Investment Company" for purposes of the Investment Company Act of 1940;

(xiii) any of the following: (A) confess a judgment against the Company for any amount greater than $10,000; (B) other than any claim for which the Company maintains insurance coverage in an amount adequate to pay such claim (for which the Company hereby covenants to provide prompt notice to the Preferred Capital Member of the settlement or adjustment of any such claim), settle or adjust any claims against the Company for an amount greater than $250,000; or (C) other than legal and collection actions against any tenant of the

Property, commence, negotiate or settle any legal actions or proceedings for an amount greater than $250,000;

(xiv) alter, amend, waive any provision of or otherwise modify the organizational documents of the Property Owner in a manner that would have a material adverse effect upon the Preferred Capital Member, including without limitation, the Limited Liability Company Operating Agreement of said entity;

(xv) alter, amend or waive any provision of, or otherwise modify the Ground Lease in a manner that would have a material adverse effect upon the Preferred Capital Member;

(xvi) alter, amend or waive any provision of, or otherwise modify this Agreement;

(xvii) adopt or approve the adoption by Property Owner of any operating or capital budget for the Property; or

(xviii) permit the Property Owner to enter into, modify, amend or assume any Major Lease.

If within ten (10) days of the delivery to Preferred Capital Member of any written request for its consent to any Material Action, the Preferred Capital Member has neither provided such written consent nor provided a reasonable explanation in writing for its refusal to grant such consent, then the consent required by this Section 12(b) shall be deemed to have been granted and the Common Capital Member may proceed with such Material Action without further delay.

Notwithstanding anything in this Section 12(b) or anywhere else in this Agreement, no consent or approval of the Preferred Capital Member shall be required for, and

the Preferred Capital Member shall have no voting rights with respect to, any Material Action described in subsections (i), (ii) or (x) of this Section 12(b), if such Material Action results in, or would result in, (a) payment in full of the B of A Financing and (b) the redemption of the Preferred Capital Units pursuant to Section 2(b) herein. For avoidance of doubt, any Material Action identified in the preceding sentence that does not and would not result in the payment in full of the B of A Financing and the redemption in whole of the Preferred Capital Units shall be subject to all requirements of this Section 12(b).

(c) Binding Effect of Company Acts. The permitted act of the Managing Member and/or the Common Capital Member (whether permitted pursuant to the terms of this Section 12 or any provisions of this Agreement) shall bind the Company and each of the Members and every third party doing business with the Company with respect to Company business.

13. [Reserved]

14. Appointment of Managing Member and Authority of Managing Member.

(a) Appointment. Treeline 990 Stewart Partners LLC is designated the managing member of the Company ("Managing Member"). At all times while this Agreement shall be in effect, the Managing Member may not be removed or otherwise replaced except by a vote of all the Members.

(b) Authority. The Managing Member is authorized to act in the following manner and in the following capacities:

(i) to sign and/or execute management contracts, maintenance contracts, service contracts and leases on behalf of the Company, consistent with the terms of this Agreement;

(ii) without limiting the provisions of Section 1 hereof, to consummate and cause the Property Owner to consummate the Property Purchase, the B of A Financing and related transactions;

(iii) to cause the Company to (a) own 100% of the equity interest in (b) make any capital contribution to, and (c) act as the managing member of, the Property Owner, all as consistent with the terms and conditions of this Agreement;

(iv) to sue on behalf of the Company;

(v) to execute any documents or instruments necessary to effectuate the affairs of the Company consistent with the laws of the State of New York or Delaware, and the laws and/or regulations of any governmental authority with respect to the filing of any required tax returns;

(vi) to execute checks or drafts on the Company Account;

(vii) to take such other and further steps as are consistent with the limited liability company laws of the State of Delaware so as to maintain the validity of the Company under and pursuant to the laws of the State of Delaware and similarly in New York to maintain authority to do business in New York;

(viii) to make all decisions regarding the ordinary everyday operation and routine management of the subject properties;

(ix) to delegate any of its power hereunder; and

(x) to take such other actions as are necessary and required to carry out the stated purpose of the Company.

Subject to Section 12(b) above, the terms of this Section 14(b) shall act as the irrevocable consent of each Member for the Managing Member to take each of the foregoing actions in accordance with the terms hereof, and no further writing shall be required to evidence the Managing Member's authority hereunder.

(c) Bank Accounts.

(i) ZBA Account. Preferred Capital Member shall established one (1) zero-balance account (the "ZBA Account") at such bank as the Managing Member shall designate (the "Bank"). The ZBA Account shall be owned and controlled by the Preferred Capital Member and shall have sole signing privileges designated to Ellen DiStefano and Scott F. Schaeffer, each of whom is an officer of the Preferred Capital Member or their successors in office as officers of the Preferred Capital Member (collectively, the "RAIT Authorized Signatories"). Neither the Company, the Property Owner, nor the Management Company (as defined below) shall have any right, title or interest in the ZBA Account or any control over the use of, or any right to withdraw any amounts from, the ZBA Account. The Managing Member hereby agrees to deposit, or cause the Management Company to deposit into the ZBA Account, within one (1) Business Day after receipt, all rents and other sums derived from or related to the Property from any source, including but not limited to, vendor reimbursements and rent from each tenant and other person granted a possessory interest or right to use or occupy all or any portion of the Property pursuant to a lease or otherwise, whether such lease is presently effective or executed after the date hereof ("Property Proceeds"), whether in the form of cash, checks, drafts or other items or

instruments for the payment of money. Managing Member shall not permit the funds of any other Person to be commingled in any fashion with the funds in the ZBA Account. Pursuant to an agreement with the Bank (the "ZBA Account Depository Acknowledgment"), for so long as no Preferred Equity Default exists and has exceeded the applicable cure period, if any, identified herein, at the end of each Business Day, all amounts deposited in the ZBA Account shall be automatically swept, without need for any instruction or direction of any type, by Bank into the Operating Account. Upon a Preferred Equity Default that continues beyond the applicable cure period, if any, identified herein, the RAIT Authorized Signatories shall be permitted to provide notice to the Bank pursuant to the ZBA Account Depository Acknowledgement to cease the daily sweep of funds into the Operating Account. Upon such Preferred Equity Default, Preferred Capital Member shall be permitted to hold and apply the funds in the ZBA Account, after payment in full of all amounts due in connection with (1) the B of A Financing and (2) operating expenses of the Property reasonably in accordance with the Approved Operating Budget or any operating expenses needed to maintain the Property as operational, in reduction of the Preferred Equity Obligation. The Managing Member shall not open, maintain or permit Property Owner or Company to open or maintain or cause Property Owner, Company or Management Company to open or maintain any other account into which Property Proceeds shall be deposited. Nothing contained in this Agreement shall in any manner whatsoever impose any obligation or liability upon Preferred Capital Member for any duties or responsibility of Bank hereunder.

(ii) Operating Account. The operating account of Property Owner ("Operating Account") shall be opened at the Bank. The Operating Account shall provide for multiple signatories, which signatories shall include the officers of the Management Company. The Managing Member shall also delegate and cause the Company to delegate joint signing privileges for the Operating Account to the RAIT Authorized Signatories. The Managing Member shall cause the Company to cause the Property Owner to maintain any funds of Property Owner in the Operating Account and shall not permit the funds of Property Owner to be commingled in any fashion with the funds of any other Person. For so long as the Preferred Equity Obligations are outstanding, such RAIT Authorized Signatories shall have the right to monitor (including, upon written request to the Managing Member, receipt of all bank statements) the Operating Account. Upon the occurrence and continuation of a Preferred Equity Default beyond the applicable cure period, if any, identified herein, all non-RAIT Authorized Signatories shall be removed as signatories on the Operating Account and the RAIT Authorized Signatories shall have sole right to control the Operating Account, on the Company's behalf, pursuant to an agreement with the Bank (the "Operating Account Depository Acknowledgment"). Notwithstanding anything to the contrary herein and subject to the terms of the B of A Financing, for so long as the Preferred Equity Obligations remain outstanding, the Managing Member shall cause Property Owner to distribute all cash remaining in the Operating Account to the Company, on a monthly basis in accordance with Section 8(a) hereof, after payment of (i) debt service on the B of A Financing and (ii) operating expenses of

the Property reasonably in accordance with the Approved Operating Budget or any operating expenses needed to maintain the Property as operational.

15. Property Management.

(a) Overview. The Property Owner has entered into a real estate management contract with Treeline Management Corp. (the "Management Company"), which contract provides that Treeline Management Corp. shall manage the Property (the "Property Management Agreement"). Each Member expressly agrees to, and hereby ratifies, the terms of the Property Management Agreement, as more fully set forth therein.

(b) Terms of the Property Management Agreement. The Management Company will be compensated for the management of the Property in the amount of $230,000 per annum or 4.0% of scheduled gross annual collections, whichever is greater; provided, however that during the first two (2) years of ownership of the Property, the management fee shall be the greater of $200,000 or 3.5% of scheduled gross annual collections. In addition to the management fees, the Management Company shall be compensated for out-of-pocket expenses incurred specifically in connection with the subject Property including but not limited to: overnight mail charges, outsource computer charges, postage and other charges as are reasonably necessary and appropriate in managing the Property. The rate structure of the Property Management Agreement may be changed solely by mutual agreement of the Management Company and the Common Capital Member except that any increase in such management fees above 4.0% of scheduled gross annual collections will require the consent of the Preferred Capital Member, such consent not to be unreasonably withheld or delayed. The Management Company shall be advised of the leasing guidelines and shall execute leases in accordance with the same. Notwithstanding anything to the contrary set forth herein, (i) during the existence of

the loan evidenced by the B of A Financing, Treeline Management Corp. may not be terminated as manager of the Property unless and until a Qualified Manager (as defined in B of A Loan Agreement) has been appointed and (ii) the Members acknowledge and agree that (A) all property management fees and compensation due to the Management Company, or its affiliates, shall be subordinate to the payment of the Preferred Equity Obligations and (B) so long as no Preferred Equity Default shall have occurred and remains uncured, such fees and compensation may be paid to the Management Company or its affiliates, as the case may be, in the ordinary course of business, after payment of the Preferred Priority Return.

(c) Limited Special Indemnity. The Common Capital Member hereby agrees to indemnify and hold harmless Treeline Management Corp. from any liability arising from any guarantee or indemnity that Treeline Management Corp. may give to Wilmington Trust Company (or any affiliate or successor thereof) and those persons serving as independent directors of Property Owner, which guarantee or indemnity will be given pursuant to the B of A Financing.

16. Permitted Transfers of the Preferred Capital Units. The Company and the Common Capital Member acknowledge and agrees that the Preferred Capital Member may, in the ordinary course of its business and in accordance with applicable law, at any time sell, assign, pledge, grant a security interest in or otherwise transfer all or any portion of the Preferred Capital Units to any Person, including without limitation, RAIT Asset Holdings, LLC, a Delaware limited liability company, or RAIT Finance I, LLC, a Delaware limited liability company, each a wholly-owned subsidiary of the RAIT Partnership, L.P., or any other Person engaged in the creation of collateralized debt obligations.

17. Property Improvements. Treeline Management Corp. or any entity owned, controlled by or affiliated with Treeline Management Corp., may act as general contractor with respect to office renovation and tenant improvements at the Property and be compensated therefor in an amount equal to (a) 15% of the cost of the tenant improvement (ordinary and necessary repairs or minor improvements are not covered), excluding such party's costs incurred in acting as general contractor (including, but not limited, to such party's overhead costs, including insurance and similar costs as approved by the Managing Member) (such excluded costs, the "Overhead Costs") plus (b) 5% of the Overhead Costs. Notwithstanding anything to the contrary set forth in the foregoing, the Members acknowledge and agree that (i) all general contractor fees due to the Management Company, or its affiliates, shall be subordinate to the payment of the Preferred Equity Obligations and (ii) so long as no Preferred Equity Default shall have occurred and remains uncured, such fees and compensation may be paid to the Management Company or its affiliates, as the case may be, in the ordinary course of business, after payment of the Preferred Priority Return. The Members have approved Treeline Design and Construction LLC (an affiliate of the Management Company) as the initial general contractor.

18. Real Estate Brokers. Any member of the Common Capital Member that is a licensed real estate broker or an affiliate of any such member that is a licensed real estate broker may act as rental or exclusive rental agent with respect to the Property and may further act as sales agent with respect to the Property, if the Property were offered for sale and once retained by the Managing Member may pursuant to such agreement that is entered into be compensated for the services rendered in connection therewith. The Members have approved Treeline Leasing LLC as the initial leasing agent for the Property. It is the intention of the Members that certain

members of the Common Capital Member and their respective principals actively partake in the management, leasing, finance and refinance of the Property and to the extent of this active participation of these parties the Members intend to and expect to compensate these individuals in sums customary and ordinary for such service to the Company entity and its subsidiaries. It has been disclosed that certain members of the Common Capital Member, or their principals may own, manage, maintain, lease and otherwise trade in real estate and/or render skilled services with respect to other properties in and about the area of the subject Property. The Members hereby waive any conflict of interest that may or could arise by such transactions and the Members acknowledge that the continuation of these activities shall not be deemed self-dealing. Notwithstanding the foregoing, no such entity shall receive any commissions with respect to any lease transaction in the event a third person/party has acted as the exclusive rental agent for the Property Owner in connection with such transaction.

19. Attorneys for Company. C. Glenn Schor and/or Michael Schor may act as counsel for the Company and be compensated for services rendered to the Company and the Managing Member, in its capacity as manager of the Company. Notwithstanding anything to the contrary set forth in the foregoing, the Members acknowledge and agree that (i) all fees and compensation due to C. Glenn Schor and/or Michael Schor, or their affiliates, in their capacity as counsel or Managing Member for the Company, shall be subordinate to the payment of the Preferred Equity Obligations and (ii) so long as no Preferred Equity Default shall have occurred and remains uncured, such fees and Compensation may be paid to C. Glenn Schor and/or Michael Schor or their affiliates, as the case may be, in the ordinary course of business, after payment of the Preferred Priority Return. Furthermore, the Members acknowledge and agree that Preferred Capital Member retains the right to hire its own independent counsel in the event

of any dispute or proceeding involving the Company or the Property, which legal fees and expenses related thereto, other than any legal fees and expenses resulting from any dispute or proceeding between the Members of the Company, shall be added to the Preferred Equity Obligations owing from Company to Preferred Capital Member.

20. Employment of Principals by Company. The employment of Treeline Management Corp., Frances Schor, C. Glenn Schor, Michael Schor, Howard Schor or any firm or entity that they each individually or collectively control shall not be deemed self-dealing and shall be allowed and is specifically acquiesced in by the Company and compensation shall be paid for the services or the materials furnished to the Company by the said individuals or firms that each jointly or severally controls. Notwithstanding any law to the contrary, the Members agree that the Common Capital Member and its principals may render services and are vendors to the Company and are compensated therefor.

21. Reporting by Managing Member and Management Company. The Managing Member agrees to maintain the books and records of the Company, and upon reasonable prior notice, agrees to provide access to the books and records of the Company to any Member or representative of said Member. The Managing Member shall provide to each Member (i) on a monthly basis, a certified rent roll and an unaudited profit and loss statement with respect to the Property and (ii) on a quarterly basis, the Company's unaudited balance sheet, cash receipts and disbursements listings, bank reconciliations and accounts payable ageings.

22. Indemnification.

(a) Indemnification of C. Glenn Schor. The Common Capital Member hereby indemnifies, defends and holds harmless C. Glenn Schor (and his heirs, personal representatives, successors and assigns), to the fullest extent permitted by law, from and against any and all

claims, causes of action, damages, liabilities, and costs (including reasonable attorneys' fees and costs) of any kind or nature arising out of, or related to, any guarantees, indemnities or other written assurances given by him at any time to any lender providing financing (including, but not limited to, the B of A Financing) for the Property. **The Common Capital Member has agreed to the provisions of this Section 22 through the exercise of its considered business judgment, taking into account and considering the fact that (i) C. Glenn Schor is issuing certain guaranties to facilitate the acquisition of the Property; (ii) such guaranties are essential to the acquisition of the Property and the financing of such acquisition; (iii) such guaranties could be implicated in a manner adverse to C. Glenn Schor if the Company or its Members takes any actions in contravention of this Agreement; and (iv) C. Glenn Schor is entitled to enhanced protections under this Agreement as a result of his willingness to issue such guaranties.**

(b) Indemnification of the Preferred Capital Member. Except for the gross negligence or willful misconduct of any Indemnitee (as hereinafter defined) and to the extent not covered by insurance and to the fullest extent permitted by law, the Company shall indemnify and hold harmless the Preferred Capital Member and its member(s) and/or their respective officers, directors, employees, agents, Affiliates, successors and assigns (collectively, the "Indemnitee") from and against any and all losses, claims, demands, costs, damages, liabilities, expenses of any nature (including reasonable attorneys' fees and disbursements), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings in which the Indemnitee may be involved, or threatened to be involved, as a party or otherwise, arising out of or incidental to the activities of the Company as permitted hereunder (each, an "Indemnified Liability"), regardless of whether the Indemnitee continues to be a

Preferred Capital Member, or a member, officer, director, employee, agent or Affiliate of the Preferred Capital Member at the time any such liability or expense is paid or incurred, by any Indemnitee, provided, however, that Company shall not be liable to the Indemnitee or any other Person, to any extent whatsoever, for any Indemnified Liability incurred or arising upon or after the Preferred Capital Member's exercise of the Buy/Sell Rights (including LaSalle Approval thereof) identified in Section 2(c) (ii), Section 2(d)(A) or Section 2(d)(C) of this Agreement. To the fullest extent permitted by law, all costs and expenses incurred by the Indemnitee in defending any claim, demand, action, suit or proceeding subject to this Section 22(b) shall, from time to time, be paid by the Company upon demand regardless of whether final disposition of such claim, demand, action, suit or proceeding has occurred. The indemnification provided herein shall be in addition to any other rights to which the Indemnitee may be entitled under any agreement, as a matter of law or equity or otherwise, and shall inure to the benefit of the heirs, successors, assigns and administrator of the Indemnitee. Any indemnification provided pursuant to this Section 22(b) shall be superior to any distributions made hereunder to the Common Capital Member, and such distributions to the Common Capital Member shall be deemed subordinate to any and all claims for indemnity asserted hereunder.

23. Bankruptcy Forever Waived. **UNDER NO CIRCUMSTANCES, WITHOUT THE UNANIMOUS CONSENT OF ALL MEMBERS AND C. GLENN SCHOR, INDIVIDUALLY, SHALL THE COMPANY FILE FOR PROTECTION UNDER THE PROVISIONS OF THE UNITED STATES BANKRUPTCY CODE, AS PRESENTLY DRAFTED OR HEREAFTER MODIFIED, OR ANY SIMILAR FEDERAL OR STATE LAW OF LIKE IMPORT, NOR SHALL THE COMPANY MAKE ANY ASSIGNMENT OF ITS ASSETS FOR THE BENEFIT OF ITS CREDITORS. THIS PROVISION OF**

THIS AGREEMENT MAY NOT BE MODIFIED UNLESS 100% OF THE MEMBERS AND C. GLENN SCHOR AGREE TO SUCH MODIFICATION.

The Members have agreed to the provisions of this Section 23 through the exercise of their respective considered business judgment, taking into account and considering the fact that (i) C. Glenn Schor is issuing certain guaranties to facilitate the acquisition of the Property; (ii) such guaranties are essential to the acquisition of the Property and the financing of such acquisition; (iii) such guaranties could be implicated in a manner adverse to C. Glenn Schor if the Company or its Members takes any actions in contravention of this Agreement, including, without limitation, this Section 23; and (iv) C. Glenn Schor is entitled to enhanced protections under this Agreement as a result of his willingness to issue such guaranties.

24. Tax Matters. The Managing Member is hereby appointed the tax matters partner, as defined in the Internal Revenue Code of 1986, as amended (the "Code"). Attached hereto and made a part of this Agreement is Exhibit B entitled "Company Allocations," which sets forth the manner in which tax allocations of profits, gains, losses and deductions for the Company shall be made. Consistent thereto and with the practice of the Company since its inception, the Company has and shall maintain "capital accounts" for each of its Members, which shall be maintained in accordance with the rules set forth in Treasury Regulation Section 1.704-1(b)(2)(iv). In accordance with the applicable Treasury Regulations, the Company hereby incorporates all the provisions of Treasury Regulations Sections 1.704- (b)(2)(iv)(f) and (g) into this Agreement and the Company will adopt the "traditional method with curative allocations" set forth under Section 704(c) of the Code and Treasury Regulation Section 1.704-3(c) for making the allocations noted in Treasury Regulation Section 1.704-1(b)(2)(iv)(f)(4). Notwithstanding

anything to the contrary set forth herein, any sale, exchange or other disposition of an interest in the Company that would cause a termination of the Company within the meaning of Section 708(b)(1)(B) of the Code shall not be permitted and shall be null and void. The foregoing provisions of this Agreement, including Exhibit B hereto, may not be amended without a vote of one hundred percent (100%) of the Common Capital Units; provided that if any such amendment may materially adversely affect the Preferred Capital Member, then its consent shall be required for any such change.

25. No Reliance. In entering into this Agreement, each Member and its members has had the complete opportunity to examine the physical premises and to review the pertinent engineer's report, environmental reports and financial statements with respect to the Property. Each Member acknowledges for itself and its members that said opportunity was without interference. Each Member and its members represent that it and they are experienced and sophisticated real estate investors with the financial capacity to enter into this Agreement. Each Member and its members further represents that it has independently become acquainted with the market conditions in the general vicinity of the Property, that it has reviewed the documents in connection with the proposed transactions and that it had the opportunity to submit the information to its own advisors and this Agreement to its own counsel. Accordingly, each Member hereby acknowledges for itself and its members that it is relying solely upon its own expertise, advisors and legal counsel in connection with entering into the proposed transactions and the indirect ownership and operation of the Property.

26. Legal Fees Related to the Property Purchase and the B of A Financing. The parties agree that C. Glenn Schor and Michael Schor shall be compensated for reasonable and customary legal and other organizational services in connection with the formation of the

Company, the Property Purchase, the B of A Financing and any transactions related thereto, which amount shall be inclusive of disbursements of legal fees to environmental, bankruptcy, partnership, tax and other counsel acting on behalf of the Company.

27. Notices. All notices under this Agreement shall be given in writing and shall be effective for all purposes if hand delivered or sent by (a) certified or registered United States mail, postage prepaid, return receipt requested, (b) expedited prepaid overnight delivery service, either overnight courier service or United States Postal Service, with proof of attempted delivery, or by (c) telecopier (with receipt acknowledged by the recipient thereof, provided an additional notice is given pursuant to subsection (b) above), addressed as follows:

If to Managing Member and/or Common Capital Member:

Treeline 990 Stewart Partners LLC
c/o Treeline Management Corp.
200 Garden City Plaza, Suite 325
Garden City, NY 11530
Facsimile No.: (516) 837-8500

If to Preferred Capital Member:

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

With a required copy to:

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

or addressed as such party may from time to time designate by written notice to the other parties. A notice shall be deemed to have been given: in the case of hand delivery, at the time of delivery; in the case of registered or certified mail, when delivered or the first attempted delivery on a Business Day; or in the case of expedited prepaid delivery and telecopy, upon the first attempted delivery on a Business Day.

28. Successors and Assigns; Governing Law; Amendments. This Agreement shall be binding upon and shall inure to the benefit of the respective parties hereto, their distributees, administrators, legal representatives, successors and assigns. This Agreement shall be governed by the laws of the State of Delaware (except the provisions thereof related to conflict of laws and except that any provision related to the Property shall be governed by the laws of the State of New York). This Agreement may not be amended, restated or otherwise modified in any manner except by a written instrument executed by the Members.

29. Headings; Counterparts. The paragraph headings used herein are for convenience of reference only and shall not be considered in the construction of this Agreement. This agreement may be signed in any number of counterparts, all of which taken together shall be deemed one document.

30. Merger. All prior written or oral agreements between the parties are hereby merged into this Agreement, and this Agreement shall constitute the sole and exclusive understanding of the parties with respect to Company affairs.

31. Definitions. The following capitalized terms in this Agreement shall have the meanings specified in this Section 31. Other terms are defined in the recitals hereto or in the text of this Agreement, and shall have the meanings respectively ascribed to them.

"Accrual Period" shall means the period beginning on a Monthly Distribution Date and ending on the day before the next Monthly Distribution Date, except that the first Accrual Period shall be the period beginning on the Closing Date and ending the day before the first Monthly Distribution Date.

"Approved Operating Budget" shall mean that certain annual operating budget for the Property approved by the Preferred Capital Member.

"Business Day" shall mean each day of the week excluding any Saturday, Sunday, national holiday in the United States of America, or other day on which banks are not open for business in New York, New York.

"Deferred Capital Purchase Price" shall mean the amount of the Deferred Capital Contribution minus any TI/LC Capital Contributions made by Preferred Capital Member to the Company, if any.

"Early Redemption Preferred Return" shall mean two percent (2%) of the Preferred Equity Obligations redeemed by the Company calculated at the time of such redemption.

"Entrance Preferred Return" shall mean an amount equal to Seventy Seven Thousand Five Hundred and 00/100 Dollars ($77,500.00).

"Exit Preferred Return" shall mean an amount equal to Thirty Eight Thousand Seven Hundred Fifty and 00100 Dollars ($38,750.00).

"Fair Market Value" shall mean the purchase price the Property would bring as a result of a bona fide, arm's-length transaction between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and each being familiar with all the material facts regarding the Property.

"Major Lease" shall means any lease, sublease or any other agreement, or renewal or extension thereof, affecting 10,000 square feet or more of the Property or with an initial term of or in excess of ten (10) years (exclusive of renewals or extension rights).

"Monthly Distribution Date" shall mean the first (1st) day of each calendar month, commencing on January __, 2007, except that if the first (1st) day of any month is not a Business Day, the Monthly Distribution Date shall be the first Business Day thereafter.

"Person" shall mean any individual, general partnership, limited partnership, corporation, limited liability company, joint venture, trust, business trust, cooperative, association or other form of organization, or government or other agency or political subdivision thereof, and the heirs, personal representatives, successors and assigns of such Person.

"Preferred Equity Default" shall mean:

(a) the failure by the Company to pay the Preferred Priority Return within two (2) Business Days of the Monthly Distribution Date or otherwise timely pay, when and as due, such amounts as are owed to the Preferred Capital Member hereunder, including, without limitation, those payments due under Sections 8(a) and 8(b);

(b) the failure by the Company to purchase and redeem the Preferred Capital Units, if and when required, in accordance with Section 8(b) and/or 8(d) of this Agreement;

(c) fraud, gross negligence, or malicious and willful misconduct of the Managing Member, as determined by the Preferred Capital Member in its reasonable discretion;

(d) any transfer of any direct equity interests in the Property Owner, or any transfer of all or any portion of the Property without the prior written consent of the

Preferred Capital Member (provided that, it shall not be deemed a Preferred Equity Default if the Preferred Capital Member has had, or will have upon the consummation of any such transfer, all of its Preferred Capital Units redeemed in full);

(e) the Managing Member causes the funds in the Operating Account to be distributed other than as provided under this Agreement, or otherwise interferes with any rights that the Preferred Capital Member has with respect to the Operating Account pursuant to the Operating Account Depository Acknowledgment; or

(f) any other breach of this Agreement (not referenced in (a), (b), (c), (d) or (e) above) by the Managing Member or the Company with respect to the Company's or Managing Member's obligations to the Preferred Capital Member hereunder that has not been cured within fifteen (15) days of receipt of notice of such breach from the Preferred Capital Member by the Company or the Managing Member, as applicable; provided that if the cure of any such breach is reasonably likely to require in excess of fifteen (15) days to cure, the Preferred Capital Member shall extend the date on which a Preferred Equity Default would occur by an additional thirty (30) days so long as the Company and/or Managing Member are diligently pursuing such cure.

"Preferred Equity Default Rate" shall mean a per annum rate of return equal fifteen and one-half percent (15.5%) calculated on the basis of a 360 day year, but charged for the actual days elapsed.

"Preferred Equity Obligations" shall mean, collectively, the Preferred Capital Member Contribution, the Preferred Priority Return, the Entrance Preferred Return, the Early Redemption Preferred Return, the Exit Preferred Return, and any other expenses, charges and fees incurred

by the Preferred Capital Member in connection therewith, and any other obligations due and payable to the Preferred Capital Member hereunder.

"Preferred Priority Return" shall mean a preferred annual return calculated like interest at a cumulative and monthly compounded rate equal to ten and one half percent (10.50%) of the unreturned Preferred Capital Member Contribution calculated on the basis of a 360 day year, but charged for the actual days in such Accrual Period. If the amount of the Preferred Capital Member Contribution changes during the course of any Accrual Period, the Preferred Priority Return earned during such Accrual Period shall be calculated based upon the weighted average of the Preferred Capital Member Contribution during the course of the Accrual Period. In calculating the Preferred Priority Return, such calculation shall not include (i) any due diligence fees paid to the Preferred Capital Member in connection with the making of the Preferred Capital Member Contribution (including the Preferred Capital Member's reasonable attorney's fees incurred in connection therewith), or (ii) the Entrance Preferred Return;

"Preferred Return Reserve" means an account established by the Preferred Capital Member contemporaneously with the Preferred Capital Member Contribution and held by the Preferred Capital Member (or its Affiliate), in an initial amount equal to one monthly distribution of the Preferred Priority Return.

"Redemption Date" means the date that is the earlier of (i) the date of the actual sale or refinance of the Property, or (ii) May 1, 2015.

[SIGNATURES FOLLOW ON NEXT PAGE]

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IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals the year and date first above written.

TREELINE 990 STEWART PARTNERS LLC

By: Treeline 990 LLC, its Managing Member

By: _____
Name: C. Glenn Schor
Title: Member

RAIT ATRIA, LLC, a Delaware limited liability company

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

By: RAIT General, Inc. a Maryland corporation, its general partner

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals the year and date first above written.

TREELINE 990 STEWART PARTNERS LLC

By: Treeline 990 LLC, its Managing Member

By: _____
Name:
Title:

RAIT ATRIA, LLC, a Delaware limited liability company

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

By: RAIT General, Inc. a Maryland corporation, its general partner

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals the year and date first above written.

TREELINE 990 STEWART PARTNERS LLC

By: Treeline 990 LLC, its Managing Member

By: _____
Name:
Title:

RAIT ATRIA, LLC, a Delaware limited liability company

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

By: RAIT General, Inc. a Maryland corporation, its general partner

By: _____
Name:
Title:

EXHIBIT A
TO
OPERATING AGREEMENT OF 990 STEWART AVENUE INVESTORS LLC:

NAME AND ADDRESSES OF MEMBERS

PREFERRED CAPITAL MEMBER

1) RAIT Atria, LLC a Delaware limited liability company, with offices care of RAIT Partnership, L.P., 1818 Market Street, 28th Floor, Philadelphia, Pennsylvania 19103: owns 100% of the Preferred Capital Units

COMMON CAPITAL MEMBER

1) Treeline 990 Stewart Partners LLC, a Delaware Limited Liability Company with offices care of Treeline Management Corp., 200 Garden City Plaza, Suite 325, Garden City, NY 11530: owns 100% of the Common Capital Units

EXHIBIT B
TO
OPERATING AGREEMENT OF 990 STEWART AVENUE INVESTORS LLC:

COMPANY ALLOCATIONS

Section 1.1. General Allocation Rules.

Notwithstanding anything to the contrary set forth in this Exhibit or in the Agreement (except as set forth in Section 1.5 of this Exhibit B), the Company shall, to the fullest extent possible and consistent with the allocations required to be made under Treasury Regulation Sections 1.704- 1 (b)(2)(iv)(f) and (g), allocate income, gain, loss and deductions among the Members in a manner so that upon a hypothetical liquidation of the Company that may occur at any time, with all assets then being sold for their book value, the capital account balances of the Members would then be equal to the cash distributions that would be made to the Members if all the assets were then sold at their book value for cash and the cash was then distributed among the Members in accordance with Section 8(c) of the Agreement absent such liquidation of the Company.

Section 1.2. Profits and Losses.

(a) Profits. Except as otherwise provided herein and after application of Sections 1.3 and 1.4 hereof, Profits for any fiscal year shall be allocated as follows:

(i) First, if any Member shall have a deficit in their capital accounts, then Profits shall first be allocated to those Members until such deficits shall be eliminated; and

(ii) Second, to the Preferred Capital Member until its capital account equals the amount that it would get if the Company was to then liquidate and sell all its assets at their then book value;

(iii) Then, all remaining Profits shall be allocated to the Common Capital Member.

(b) Losses. Except as otherwise provided herein and after application of Sections 1.3 and 1.4 hereof, Losses for any fiscal year shall be allocated as follows:

(i) First, to the Common Capital Member until its capital account balance has been reduced to zero;

(ii) Second, to the Preferred Capital Member until its capital account balance has been reduced to zero; and

(iv) Then, to the Common Capital Member.

(c) Guaranteed Payment: The Members agree that the Preferred Priority Return, the Entrance Preferred Return and the Exit Preferred Return to be paid to the Preferred Capital Member shall be treated as a "guaranteed payment" under Code Section 707(c). Furthermore, the deduction for any such guaranteed payments shall be allocated in full to the Common Capital Member.

Section 1.3. Regulatory and Curative Allocations.

The allocations set forth in Section 1.2 of this Exhibit B are intended to comply with the requirements of Regulations §§1.704-1(b) and 1.704-2 and capitalized terms used below shall have the meaning set forth in such Regulations unless specifically noted to the contrary. Consistent therewith, notwithstanding anything to the contrary in this Exhibit:

(a) Any Member who unexpectedly receives an adjustment, allocation or distribution described in clauses (4), (5) or (6) of Regulation § 1.704- 1 (b)(2)(ii)(d) which produces a deficit in its capital account shall, to the extent required by the Regulations, be allocated items of income and gain in amount and manner sufficient to eliminate the deficit in its capital account as

quickly as possible. This Section 1.3(a) is intended to comply with the "qualified income offset" requirement in Regulation § 1.7041(b)(2)(ii)(d)(3), and shall be interpreted consistently therewith.

(b) All Non-recourse Deductions for each fiscal year shall be allocated to the Common Capital Member. Consistent with the foregoing and Regulation § 1.752-3(a)(3), any allocation of Non-recourse debt among the Members shall be deemed to be made in accordance with their profit ownership interests in the Company.

(c) All Member Non-recourse Deductions for each fiscal year shall be allocated to the Members who bear the economic risk of loss with respect to the Member Non-recourse Debt giving rise to such deductions, in accordance with Regulation § 1.704-2(i)(1).

(d) If there is a net decrease in Minimum Gain during a fiscal year, then before any other allocation is made for such fiscal year, the Members shall be allocated items of income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in the amount and in the proportions necessary to satisfy the requirements of a "minimum gain chargeback" under Regulation § 1.704-2(f).

(e) If there is a net decrease in Member Minimum Gain during a fiscal year, then before any other allocation is made for such fiscal year, the Members shall be allocated items of income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in the minimum amount and in the proportions necessary to satisfy the requirements of a Member non-recourse debt minimum gain chargeback under Regulation § 1.704-2(i)(4).

(f) The allocations set forth in subsections (a) through (e) above (the "Regulatory Allocations") are intended to comply with certain requirements of Treasury Regulation §§ 1.704-1(b) and 1.704-2. Notwithstanding any other provision of this Section 1.3 (other than the

Regulatory Allocations), the Regulatory Allocations shall be taken into account in allocating other items of income, gain, loss and deduction among the Members in the discretion of the Managing Member so as to properly give effect to the basic economic deal among the Members and insure that the allocations of Profits and Losses comply with Code Section 704(b) and the Treasury Regulations promulgated thereunder.

Section 1.4. Other Allocation Rules.

(a) Contributed/Revalued Property.

If any Company property is adjusted pursuant to applicable Regulations under section 704(b) of the Code and this Agreement, all income, gain, loss and deduction with respect to such contributed or revalued property shall, solely for income tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for Federal income tax purposes and its initial or revalued book value, in accordance with Regulation § 1.704-1(b)(4)(i), Section 704(c) of the Code and the Regulations thereunder. Allocations pursuant to this Section 1.4(a) are solely for purposes of Federal and state income taxes and shall not affect, or in any way be taken into account in computing, any Member's capital account or share of Profits, Losses or Distributions pursuant to any other provision of the Agreement.

(b) Tax Allocations. For Federal, state and local income tax purposes, Company income, gain, loss, deduction or credit (or any item thereof) for each fiscal year shall be allocated to and among the Members in order to reflect the allocations made pursuant to the provisions of this Exhibit for such fiscal year (other than allocations of items which are not deductible or are excluded from taxable income), taking into account any variation between the adjusted tax basis

and book value of Company property in accordance with the principles of Section 704(c) of the Code.

(d) Allocation of Liabilities in accordance with Code Section 752. In determining the Members' share of excess non-recourse liabilities for purposes of Regulation Section 1.752-3(a)(3), the Members agree that the debt evidenced by the B of A Financing, which is a non-recourse liability within the meaning of Section 752 of the Code and the Regulations promulgated thereunder, shall be allocated solely to the Common Capital Member who is entitled to receive all cash flow from this investment after payment of (i) the Preferred Priority Return to the Preferred Capital Member and, (ii) in the case of a sale or refinancing of the Property, the unreturned capital contribution of the Preferred Capital Member, in accordance with Section 8 of the Agreement, and for which all taxable income to match such distribution is to be made to the Common Capital Member pursuant to Section 1.2(a)(iii) of this Exhibit B, which the Members agree is consistent with the requirements of Regulation Section 1.752-3(a)(3).

Section 1.5. Limitation on Income to Preferred Capital Member.

Notwithstanding any of the provisions of this Agreement to the contrary, except in the case of a redemption of the Preferred Capital Units in accordance with this Agreement, the Preferred Capital Member shall not be allocated an amount of gross income for any period to the extent such amount, when added to amounts of income previously allocated to the Preferred Capital Member, would exceed the sum of the amount of distributions made to the Preferred Capital Member with respect to such period and all prior periods pursuant to Sections 8(a)(i), (ii) and (iii) hereof and the amount of any losses or deductions, if any, previously allocated to the Preferred Capital Member. In the case of a redemption of the Preferred Capital Units, the

Preferred Capital Member shall not be allocated an amount of gross income in excess of (i) any unpaid Preferred Priority Return and (ii) the Exit Preferred Return distributed to the Preferred Capital Member pursuant to Sections 8(b)(i) and (ii) hereof and (iii) the amount of any losses or deductions, if any, previously allocated to the Preferred Capital Member, which have not been previously offset by any allocation of income hereunder.

Section 1.6. Definitions.

The following definitions as well as all other terms defined in this Exhibit B are incorporated into the Agreement:

"Depreciation" shall mean, for each fiscal year, an amount equal to the depreciation, amortization or other cost recovery deduction allowable for Federal income tax purposes with respect to an asset for such year or other period, except that if the book value of an asset differs from its adjusted basis for Federal income tax purposes at the beginning of such fiscal year (as a result of the revaluation of such asset or its contribution to the Company by a Member), Depreciation shall be an amount which bears the same ratio to such beginning book value as the Federal income tax depreciation, amortization or other cost recovery deduction for such fiscal year bears to such beginning adjusted tax basis; provided that if the beginning adjusted tax basis is zero, Depreciation for such fiscal year shall be determined with reference to such beginning book value using any reasonable method selected by the managing general partner. The Company may use the longest term permitted under GAAP for the useful lives of the Company's depreciable assets and if permitted under applicable rules and regulations, may use different useful lives for book and tax purposes.

"Profits" and "Losses" shall mean the Company's net taxable income or loss for a fiscal year, as computed for Federal income tax purposes (including all items of Company income, gain, loss or deduction regardless of whether such items are required to be separately stated under Section 702(a) of the Code), with the following adjustments:

(i) Any income of the Company that is exempt from Federal income tax and not otherwise taken into account in determining Profits or Losses shall be added to such Profits or Losses;

(ii) Any expenditures of the Company described in Section 705(a)(2)(B) of the Code or treated as Section 705(a)(2)(B) expenditures pursuant to Regulation § 1. 704- 1 (b)(2)(iv)(i) and not otherwise taken into account in computing Profits or Losses shall be subtracted from such Profits or Losses;

(iii) In any case where, in accordance with Regulation § 1.704-1(b)(2)(iv)(f), Company property is revalued on the books of the Company to reflect its fair market value, the amount of such upward or downward adjustment (to the extent not previously taken into account) shall be taken into account as gain or loss from a taxable disposition of such property for purposes of computing Profits or Losses;

(iv) Gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for Federal income tax purposes shall be computed by reference to the book value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from such book value;

(v) In lieu of the depreciation, amortization and other cost recovery deductions taken into account for Federal income tax purposes, Depreciation as defined herein shall be taken into account in computing Profits or Losses; and

(vi) Notwithstanding any other provision of this definition, Non-recourse Deductions, Member Non-recourse Deductions and any items of income, gain, loss or deduction which are specially allocated pursuant to Exhibit B to this amendment shall not be taken into account in computing Profits or Losses.

EXHIBIT C

CONTRIBUTION REQUEST FORM

REQUEST FOR CONTRIBUTION (No.)

TO: RAIT ATRIA, LLC ("RAIT")

FROM: 990 STEWART AVENUE INVESTORS LLC ("Company")

This Request for I/LC Capital Contribution (this "Request") is submitted by Company in accordance with the Operating Agreement dated _____, 2006 of 990 Stewart Avenue Investors LLC (the "Operating Agreement"). Terms used with initial capital letters and not defined in this Request have the meanings given them in the Operating Agreement.

1. Company hereby requests reimbursement of the Tenant Improvements or Leasing Commissions in the amounts and to the parties specified below:

TENANT IMPROVEMENTS OR LEASING COMMISSIONS	
RECIPIENT	AMOUNT
[List Separately]	
TOTAL ADVANCE REQUESTED	$_____

2. Company certifies, represents and warrants to RAIT that: (a) all statements, invoices, bills, costs, expenses and any other sums of money owing with respect to the above Tenant Improvements or Leasing Commissions incurred or owing on or before this date, have been paid in full or will be paid in full from the proceeds disbursed pursuant to this Request, (b) none of the items for which TI/LC Capital Contributions are being requested have formed the basis for any prior contribution theretofore made to the Company as a TI/LC Capital Contribution, (c) each item for which TI/LC Capital Contributions are being requested is for Tenant Improvements or Leasing Commissions, (d) no notice of any lien, right to lien or attachment upon or claim affecting the right to receive payment of, any of the monies payable under such request to any of the persons named therein has been received, or if any notice of any such lien, attachment or claim has been received more than sixty days prior to the date on which this request has been submitted, such lien, attachment or claim shall be released, discharged or bonded, or will be released, discharged or bonded upon payment of the TI/LC Capital Contribution, (e) with respect to each item for payment for labor, or materials and equipment, that the labor was actually performed or that the materials and equipment were actually furnished to the Property, (f) such materials and equipment are not subject to any lien or security interest or the TI/LC Capital Contributions requested are to be used to satisfy any such lien or security interest, and (g) if applicable (as determined by the Preferred Capital Member in its reasonable discretion) all inspections required to be made by any public authority have been made and the work has been approved.

3. Company certifies, represents and warrants to RAIT that: (a) each of the Tenant Improvements listed above has been fully completed [or shall be completed within __ days of this Request]; (b) Company is entitled to a TI/LC Capital Contribution for the items and amounts requested in

Section 1 above; and (c) no Preferred Equity Default nor any event which with the giving of notice or the lapse of time, or both, would become an Preferred Equity Default, has occurred.

Date: _____, 20____.

990 STEWART AVENUE INVESTORS LLC, a Delaware limited liability company

By:_____[SEAL]
Name/Title: