

to PSFS of even date herewith as security for the PSFS Mortgage (the "PSFS Assignment of Leases and COREA"); and

WHEREAS, CMC and FHRC have agreed to subordinate the lien of the CMC Mortgage, the CMC Assignment of Leases and the CMC Assignment of COREA to the lien of the PSFS Mortgage and the PSFS Assignment of Leases and COREA; and

WHEREAS, FHRC and GMP have agreed to subordinate the lien of the FHRC Mortgage, the FHRC Assignment of Leases and the FHRC Assignment of COREA to the lien of the PSFS Mortgage and the PSFS Assignment of Leases and COREA.

NOW THEREFORE, in consideration of the Premises and the sum of One Dollar (\$1.00) each to the other in hand paid, receipt of which is hereby acknowledged and for other good and valuable consideration, the parties hereto agree as follows:

1. CMC and FHRC do hereby subordinate and do hereby declare to be subordinate the lien of the CMC Mortgage, the lien of the CMC Assignment of COREA, the lien of the CMC Assignment of Leases, and the lien of CMC on any other collateral given or assigned by FHRC to CMC as security for the CMC Mortgage, to the lien of the PSFS Mortgage and the lien of the PSFS Assignment of Leases and COREA.

2. FHRC and GMP do hereby subordinate and do hereby declare to be subordinate the lien of the FHRC Mortgage, the lien of the FHRC Assignment of COREA, the lien of the FHRC Assignment of Leases, and the lien of FHRC on any other collateral given or assigned by GMP to FHRC as security for the FHRC Mortgage, to the lien of the PSFS Mortgage and the lien of the PSFS Assignment of Leases and COREA.