

3. FHRC and GMP agree that at such time as GMP may execute and deliver a second note to PSFS in an amount not to exceed \$3,000,000 secured by a second mortgage encumbering the Premises, FHRC and GMP will execute and record a document satisfactory to PSFS whereby FHRC and GMP subordinate the lien of the FHRC Mortgage, the FHRC Assignment of Leases and the FHRC Assignment of COREA to the lien of the second PSFS Mortgage and any other collateral relating thereto.

4. This Agreement may not be changed or terminated orally. This Agreement shall bind and inure to the benefit of the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the date and year first above written.

Signed, Sealed and Delivered in the presence of:

Lucie Shaw
Mary Ellen Flou
Lucie Korn
Rose A. Mulligan
Mr. S. Smith Jr.
Rose A. Mulligan
Mr. S. Smith Jr.
Rose A. Mulligan

CITIZENS MORTGAGE CORPORATION

By [Signature]
Attest: [Signature] (Corp. Seal)

FIRST HARTFORD REALTY CORPORATION

By [Signature]
Attest: [Signature] (Corp. Seal)

GREENVILLE MALL PARTNERS

By: ALVEST, N.V., General Partner

By [Signature]
By: MARVEST, N.V. General Partner

By [Signature]
~~By: Clifton S. Harrison, General Partner~~

Consented to by:

THE PHILADELPHIA SAVING FUND SOCIETY

By Wallace P. Cooney
FIRST VICE PRES

4328 RV.2