SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 10-Q

[X] QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended June 30, 1997

OR

[ ] TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from to

Commission File Number 1-12002

MARK CENTERS TRUST
(Exact name of registrant in its charter)

MARYLAND	23-2715194
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
600 THIRD AVENUE, KINGSTON, PENNSYLVANIA	18704
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code
(717) 288-4581

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.
Yes X No

As of August 8, 1997, there were 8,554,177 common shares of beneficial interest, par value $.001 per share, outstanding.

MARK CENTERS TRUST
FORM 10-Q

INDEX

Part I. Financial Information
Item 1. Financial Statements

MARK CENTERS TRUST
CONSOLIDATED BALANCE SHEETS
(in thousands, except for per share amounts)

	June 30, 1997 (unaudited)	December 31, 1996
ASSETS		
Rental property - at cost:		
Land	$ 30,855	$ 31,084
Buildings and improvements	271,209	271,423
Construction-in-progress	6,949	4,904
	309,013	307,411
Less: accumulated depreciation	77,725	72,956
Net rental property	231,288	234,455
Cash and cash equivalents	1,917	3,912
Rents receivable - less allowance for doubtful accounts of $714 and $544, respectively	3,979	4,956
Prepaid expenses	799	1,421
Due from related parties	168	203
Furniture, fixtures and equipment, net	471	570
Deferred charges	9,689	9,034
Mortgage escrows	9,203	3,578
Other assets	716	388
	$258,230	$258,517
LIABILITIES AND SHAREHOLDERS' EQUITY		
Liabilities:		
Mortgage notes payable	$179,090	$156,772
Lines of credit	5,267	16,051
Accounts payable and accrued expenses	6,264	9,397
Payable to Principal Shareholder	3,069	3,050
Distributions payable	2,035	3,662
Other liabilities	1,373	2,027
Total Liabilities	197,098	190,959
Minority Interest	9,721	10,752

Shareholders' Equity:		
Common shares, $.001 par value, authorized 50,000,000 shares, issued and outstanding 8,554,177 and 8,548,817 shares, respectively	9	9
Additional paid-in capital	52,783	57,521
Deficit	(1,381)	(724)
Total Shareholders' Equity	51,411	56,806
	$258,230	$258,517

See accompanying notes

MARK CENTERS TRUST
CONSOLIDATED STATEMENTS OF OPERATIONS
FOR THE THREE AND SIX MONTHS
ENDED JUNE 30, 1997 AND 1996
(in thousands except for per share amounts)

	Three months ended 6/30/97 (unaudited)	Three months ended 6/30/96 (unaudited)	Six months ended 6/30/97 (unaudited)	Six months ended 6/30/96 (unaudited)
Revenue:				
Minimum rents	$ 8,306	$ 8,259	$16,750	$16,725
Percentage rents	841	614	1,525	1,216
Expense reimbursements	1,627	1,607	3,404	3,551
Other	354	239	573	462
Total revenue	11,128	10,719	22,252	21,954
Expenses:				
Property operating	2,129	2,274	4,692	5,091
Real estate taxes	1,414	1,368	2,853	2,666
Depreciation and amortization	3,365	3,269	6,689	6,471
General and administrative	570	714	1,107	1,472
Total operating expenses	7,478	7,625	15,341	15,700
Operating income	3,650	3,094	6,911	6,254
Loss on sale of property	--	--	12	--
Interest and financing expense	3,910	3,076	7,646	6,050
(Loss) income before minority interest	(260)	18	(747)	204
Minority interest	18	(22)	89	(74)
Net (loss) income	$ (242)	$ (4)	$ (658)	$ 130
Net (loss)income per common share	$ (.03)	$ .00	$ (.08)	$ .02

See accompanying notes

MARK CENTERS TRUST
CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE SIX MONTHS ENDED JUNE 30, 1997 AND 1996
(in thousands)

	June 30, 1997	June 30, 1996
	(unaudited)	
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net (loss) income	$ (658)	$ 130
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization of leasing costs	6,384	6,002
Amortization of deferred financing costs	305	469
Minority interest	(89)	74
Provision for bad debts	287	574
Loss on sale of property	12	--
Other	52	56
	6,293	7,305
Changes in assets and liabilities:		
Rents receivable	689	(398)
Prepaid expenses	622	530
Due to/from related parties	55	95
Other assets	(328)	374
Accounts payable and accrued expenses	511	1,197
Other liabilities	(654)	(472)
Net cash provided by operating activities	7,188	8,631
CASH FLOWS FROM INVESTING ACTIVITIES:		
Expenditures for real estate and improvements	(4,105)	(11,305)
(Decrease)increase in accounts payable related to construction in progress	(3,645)	6,252
Net proceeds from sale of property	1,288	--
Payment of deferred leasing charges	(401)	(2,951)
Expenditures for furniture, fixtures and equipment	(6)	--
Net cash used in investing activities	(6,869)	(8,004)

CASH FLOWS FROM FINANCING ACTIVITIES:		
Principal payments on mortgages	(11,467)	(2,433)
Proceeds received on mortgage notes	23,000	5,377
Net (increase) decrease in mortgage escrows	(5,625)	1,791
Payment of deferred financing costs	(866)	(335)
Dividends paid	(6,155)	(6,151)
Distributions paid to Principal Shareholder	(1,201)	(1,212)
Net cash used in financing activities	(2,314)	(2,963)
DECREASE IN CASH AND CASH EQUIVALENTS	(1,995)	(2,336)
CASH AND CASH EQUIVALENTS, BEGINNING OF PERIOD	3,912	3,068
CASH AND CASH EQUIVALENTS, END OF PERIOD	$ 1,917	$ 732
Supplemental Disclosures of Cash Flow Information:		
Cash paid during the period for interest, net of amounts capitalized of $261 and $449, respectively	$ 7,390	$ 5,867

See accompanying notes

1. BASIS OF PRESENTATION

The consolidated financial statements include the consolidated accounts of Mark Centers Trust (the "Company") and its majority owned partnerships, including Mark Centers Limited Partnership (the "Operating Partnership"), and have been prepared in accordance with generally accepted accounting principles for interim financial information and with instruction to Form 10-Q and Article 10 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by generally accepted accounting principles for complete financial statements. The information furnished in the accompanying consolidated financial statements reflects all adjustments which are, in the opinion of management, necessary for a fair presentation of the aforementioned consolidated financial statements for the interim periods. Operating results for the six month period ended June 30, 1997 are not necessarily indicative of the results that may be expected for the fiscal year ending December 31, 1997.

The aforementioned consolidated financial statements should be read in conjunction with the notes to the aforementioned consolidated financial statements and Management's Discussion and Analysis of Financial Condition and Results of Operations.

2. ORGANIZATION AND FORMATION OF THE COMPANY

The Company was formed as a Maryland Real Estate Investment Trust ("REIT") on March 4, 1993 by Marvin L. Slomowitz (the "Principal Shareholder"), the principal owner of Mark Development Group (the "Predecessor"), to continue the business of the Predecessor in acquiring, developing, renovating, owning and operating shopping center properties. The Company effectively commenced operations on June 1, 1993 with the completion of its initial public offering, whereby it issued an aggregate of 8,350,000 common shares of beneficial interest to the public at an initial public offering price of $19.50 per share (the "Offering"). The proceeds from the Offering were used to repay certain property-related indebtedness, for costs associated with the Offering and transfer of the properties to the Company and for working capital. The acquisition of the properties was recorded by the Company at the historical cost reflected in the Predecessor's financial statements since these transactions were conducted with entities deemed to be related parties.

(in thousands, except per share amounts)

The Company currently owns and operates thirty-nine properties consisting of thirty-four neighborhood and community shopping centers, three enclosed malls and two mixed use (retail/office) properties. All of the Company's assets are held by, and all of its operations are conducted through, the Operating Partnership and its majority owned partnerships. As of June 30, 1997, the Company controlled 84% of the Operating Partnership as the sole general partner. The Company will at all times be the sole general partner of, and owner of a 51% or greater interest in, the Operating Partnership. The Principal Shareholder, who is the principal limited partner of the Operating Partnership, owns in excess of 99% of the minority interest in the Operating Partnership.

3. SHAREHOLDERS' EQUITY AND MINORITY INTEREST

The following table summarizes the change in the shareholders' equity and minority interest since December 31, 1996:

	Shareholders' Equity	Minority Interest
Balance at December 31, 1996	$56,806	$10,752
Net loss for the period January 1 through June 30, 1997	(658)	(89)
Vesting of restricted shares	52	--
Distributions to Principal Shareholder	--	(942)
Dividends, $.56 per share	(4,789)	--
Balance at June 30, 1997	$51,411	$ 9,721

4. RELATED PARTY TRANSACTIONS

As of June 30, 1997 amounts due from related parties consisted of the following:

Accrued ground rent due from Blackman Plaza Partners (a limited partnership in which the Principal Shareholder is a 1% general partner)	$ 190
Other amounts (net) due to Principal Shareholder	(22)
	$ 168

5. MORTGAGE NOTES AND LINES OF CREDIT

On June 4, 1997 , the Company extended the maturity date on its line of credit with Firstrust Bank to August 31, 1997. All other terms and conditions of the facility remain in effect.

6. PER SHARE DATA

Primary earnings per share are computed based on 8,559,535 and 8,561,294 shares outstanding, which represent the weighted average number of shares outstanding (including restricted shares) during the six month periods ended June 30, 1997 and 1996, respectively. Fully diluted earnings per share is based on an increased number of shares that would be outstanding assuming the exercise of share options at the market price at the end of the period. Since fully diluted earnings per share is not materially dilutive or is anti-dilutive, such amounts are not presented.

7. NEW ACCOUNTING PRONOUNCEMENT

In February 1997, the Financial Accounting Standards Board issued Statement of Financial Accounting Standards No. 128, "Earnings Per Share" ("FAS 128"). FAS 128 is effective for financial statements issued for periods ending after December 15, 1997, including interim periods. Early adoption is not permitted and the statement requires restatement of all prior-period earnings per share ("EPS") presented after the effective date. The Company will adopt FAS 128 effective with the year ending December 31, 1997 and does not expect the impact on EPS to be material.

8. DISTRIBUTIONS PAYABLE

On June 17, 1997, the Trustees declared a cash distribution of $0.20 per common share and OP Unit payable on July 31, 1997 to shareholders and limited partners of record as of June 30, 1997.

9. ENVIRONMENTAL MATTERS

Upon conducting environmental site inspections in connection with the 1996 financing with Morgan Stanley Mortgage Capital, Inc. ("Morgan Stanley"), certain environmental contamination was identified at the Cloud Springs Plaza in Fort Oglethorpe, Georgia (the "Property"), prompting Morgan Stanley to escrow $375,000 of the available loan proceeds to pay for estimated remediation costs. In March 1997, the Company received notice from the Georgia Department of Natural Resources that contamination exceeding a reportable quantity had not occurred and, therefore, the Property would not be listed on the State's Hazardous Site Inventory. Consequently, in July 1997, Morgan Stanley released $375,000 of the escrowed funds to the Company. As the Company expects no further remediation costs will be required by the State of Georgia, the $245,000 reserve for further environmental remediation costs at the Property has been reversed in the June 30, 1997 financial statements.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion is based on the consolidated financial statements of Mark Centers Trust (the "Company") as of June 30, 1997 and 1996 and for the three and six months then ended.

This information should be read in conjunction with the accompanying consolidated financial statements and notes thereto. These financial statements include all adjustments which, in the opinion of management, are necessary to reflect a fair statement of the results for the interim periods presented, and all such adjustments are of a normal recurring nature. Operating results for the six month period ended June 30, 1997 are not necessarily indicative of the results that may be expected for the fiscal year ending December 31, 1997.

RESULTS OF OPERATIONS

Comparison of Three Months Ended June 30, 1997 to Three Months Ended June 30, 1996

Total revenue increased $409,000, or 4%, to $11.1 million for the quarter ended June 30, 1997 compared to $10.7 million for the quarter ended June 30, 1996.

Minimum rents increased $47,000 for the quarter ended June 30, 1997 compared to the same period in 1996. Increases in minimum rents of $235,000 following the completion of Phase I at the Union Plaza in October 1996 and of $132,000 following the opening of HomePlace at the New Louden Center in June 1996 were offset by a decline in minimum rents at two centers resulting from the loss of two anchor tenants (Jamesway at the Ledgewood Mall and Rich's Department Store at the Auburn Plaza) as well as certain tenants at these two centers paying percentage rent in lieu of minimum rent pursuant to anchor cotenancy requirements subsequent to June 30, 1996. Further offsetting the above increases in minimum rent was the loss of $103,000 in minimum rent as a result of the State of Alabama Department of Public Health vacating its leased space at the Normandale Mall following the expiration of its leases in April 1997.

Percentage rents, representing the Company's participation in tenants' gross sales above predetermined thresholds, increased $227,000, or 37%, to $841,000 for the quarter ended June 30, 1997 compared to $614,000 for the same period in 1996 primarily as a result of tenants paying percentage rent in lieu of minimum rent pursuant to anchor cotenancy requirements at the Ledgewood Mall and Auburn Plaza.

RESULTS OF OPERATIONS, continued

Other income increased $115,000, or 48%, to $354,000 for the quarter ended June 30, 1997 from $239,000 for the same period in 1996 primarily as a result of an early lease termination payment of $75,000 received from a tenant at the Troy Plaza in June 1997 and interest earned on mortgage escrows for the quarter ended June 30, 1997.

Total operating expenses of $7.5 million for the quarter ended June 30, 1997 decreased $147,000, or 2%, from $7.6 million for the quarter ended June 30, 1996.

Property operating expenses decreased $145,000 for the quarter ended June 30, 1997 compared to the same period in 1996 primarily due to the reversal of a $245,000 reserve for previously estimated environmental remediation costs for the Cloud Springs Plaza in June 1997 (Reference Note 9 to the financial statements) offset by increased maintenance at various centers within the Company's portfolio.

General and administrative expenses decreased $144,000, or 20%, to $570,000 for the quarter ended June 30, 1997 compared to $714,000 for the same period in 1996 primarily as a result of the write-off of certain non-recurring costs totalling $162,000 during the quarter ended June 30, 1996 as a result of the Company's decision to terminate the acquisition of a center.

The foregoing decreases in operating expenses were partially offset by increases in real estate taxes and depreciation and amortization totalling $142,000 for the quarter ended June 30, 1997 primarily due to the Company's property development and expansion activities.

Interest and financing expenses increased $834,000 for the quarter ended June 30, 1997 compared to the quarter ended June 30, 1996. This variance was primarily a result of higher average outstanding borrowings related to increased property development and expansion activities.

Income before minority interest declined $278,000 to a loss of $260,000 for the quarter ended June 30, 1997 from income of $18,000 for the same period in 1996.

Comparison of Six Months Ended June 30, 1997 to Six Months Ended June 30, 1996

Total revenue increased approximately $298,000, or 1%, to $22.3 million for the six months ended June 30, 1997 compared to $22.0 million for the same period in 1996. Increases in minimum rents of $468,000 following the completion of Phase I at the Union Plaza in October 1996, of $263,000 following the opening of HomePlace at the New Louden Center in June 1996 and of $67,000 following the opening of Dunham's Sporting Goods at the East End Centre in August 1996 were offset by a decline in minimum rents at two centers resulting from the loss of two anchor tenants (Jamesway at the Ledgewood Mall and Rich's Department Store at the Auburn Plaza) as well as certain tenants at these two centers paying percentage rent in lieu of minimum rent pursuant to anchor cotenancy requirements subsequent to June 30, 1996. Further offsetting the above increases in minimum rent was the loss of $103,000 in minimum rent as a result of the State of Alabama Department of Public Health vacating its leased space at the Normandale Mall following the expiration of its leases in April 1997.

Percentage rents increased $309,000, or 25%, to $1.5 million for the six months ended June 30, 1997 compared to $1.2 million for the same period in 1996 primarily as a result of tenants paying percentage rent in lieu of minimum rent pursuant to anchor cotenancy requirements at the Ledgewood Mall and Auburn Plaza.

Other income increased $111,000, or 24%, to $573,000 for the six months ended June 30, 1997 from $462,000 for the same period in 1996 primarily as a result of an early lease termination payment of $75,000 received from a tenant at the Troy Plaza in June 1997 and interest earned on mortgage escrows for the six months ended June 30, 1997.

Total operating expenses decreased $359,000, or 2%, to $15.3 million for the six months ended June 30, 1996 compared to $15.7 million for the same period in 1996.

Property operating expenses decreased $399,000, or 8%, for the six months ended June 30, 1997 compared to the same period in 1996 primarily due to the reversal of the $245,000 reserve for environmental remediation costs for the Cloud Springs Plaza in June 1997 (Reference Note 9 to the financial statements) and a $352,000 reduction in snow removal costs as a result of the milder 1997 seasonal weather. These were partially offset by increased maintenance, landscaping and cleaning expenses at various centers within the Company's portfolio for the six months ended June 30, 1997.

General and administrative expenses decreased $365,000, or 25%, to $1.1 million for the six months ended June 30, 1997 compared to $1.5 million for the same period in 1996 primarily as a result of the write-off of non-recurring costs totalling $269,000 following the Company's decision to terminate certain acquisition and development activities during the six months ended June 30, 1996.

The foregoing decreases in operating expenses were partially offset by increases in real estate taxes and depreciation and amortization totalling $405,000 for the six months ended June 30, 1997 primarily due to the Company's property development and expansion activities.

Net interest and related financing expenses increased approximately $1.6 million for the six months ended June 30, 1997 compared to the same period in 1996. This increase was attributable to higher average outstanding borrowings related to retenanting, acquisition, expansion and development activities.

Income before minority interest for the six months ended June 30, 1997 decreased $951,000 to a loss of $747,000 from income before minority interest of $204,000 for the same period in 1996.

Funds from Operations

The Company, along with most industry analysts, consider funds from operations("FFO") as defined by the National Association of Real Estate Investment Trusts ("NAREIT")as an appropriate supplemental measure of operating performance. However, FFO does not represent cash generated from operations as defined by generally accepted accounting principles and is not indicative of cash available to fund cash needs. It should not be considered as an alternative to net income for the purpose of evaluating the Company's performance or to cash flows as a measure of liquidity. Generally, NAREIT defines FFO as net income (loss) before gains (losses) on sales of property, non-recurring charges and extraordinary items, adjusted for certain non-cash charges, primarily depreciation and amortization of capitalized leasing costs.

FUNDS FROM OPERATIONS
FOR THE THREE AND SIX MONTHS
ENDED JUNE 30, 1997 AND 1996
(in thousands, except per share amounts)

	Three months ended 6/30/97	Three months ended 6/30/96	Six months ended 6/30/97	Six months ended 6/30/96
Revenue				
Minimum rents (a)	$ 8,264	$ 8,168	$16,612	$16,574
Percentage rents	841	614	1,525	1,216
Expense reimbursements	1,627	1,607	3,404	3,551
Other	354	239	573	462
Total revenue	11,086	10,628	22,114	21,803
Expenses				
Property operating (b)	2,336	2,222	4,888	4,963
Real estate taxes	1,414	1,368	2,853	2,666
General and administrative	568	710	1,100	1,461
Total operating expenses	4,318	4,300	8,841	9,090
Operating income	6,768	6,328	13,273	12,713
Interest and financing expense	3,910	3,076	7,646	6,050
Amortization of deferred financing costs	(156)	(235)	(305)	(469)
Depreciation of non-real estate assets	(53)	(54)	(105)	(111)
Funds from operations	$ 2,649	$ 2,963	$ 5,217	$ 6,083
Funds from operations per share (c)	$ .26	$ .29	$ .51	$ .60

Reconciliation of funds from Operations to Net Income
determined in accordance with Generally Accepted Accounting
Principles (GAAP)

Funds from operations above	$ 2,649	$ 2,963	$ 5,217	$ 6,083
Depreciation and amortization of leasing costs	(3,156)	(2,980)	(6,279)	(5,891)
Straight-line rents and related write-offs, net	8	42	100	34
Reversal of reserve for environmental remediation costs	245	--	245	--
Minority interest	18	(22)	89	(74)
Loss on sale of property	--	--	(12)	--

Other non-cash adjustments	(6)	(7)	(18)	(22)
Net (loss) income	$ (242)	$ (4)	$ (658)	$ 130
Net (loss) income per share (d)	$ (.03)	$ .00	$ (.08)	$ .02

(a) Excludes income from straight-lining of rents.

(b) Represents all expenses other than depreciation, amortization, write-off of unbilled rent receivables recognized on a straight-line basis and the non-cash charge for compensation expense related to the Company's restricted share plan.

(c) Assumes full conversion of 1,623,000 Operating Partnership Units into common shares of the Company for the six months ended June 30, 1997 and 1996 respectively, for a total of 10,177,177 and 10,171,817 shares, respectively.

(d) Net income per share is computed based on the weighted average number of shares outstanding for the six months ended June 30, 1997 and 1996 of 8,559,535 and 8,561,294, respectively.

LIQUIDITY AND CAPITAL RESOURCES

The Company has $2.2 million outstanding on its line of credit facility with Firstrust Savings Bank ("Firstrust"). The facility bears interest at the higher of 8.75% or the prime rate established by Firstrust Bank plus 1/2%, requires the monthly payment of principal through the maturity date of August 31, 1997 and is secured by the Mark Plaza. The Company has obtained a commitment from Firstrust to provide additional financing of $3.3 million for the expansion and renovation of the Mark Plaza (of which $3.0 million is included in the 1997 estimated capital outlays as discussed below), and convert the entire facility of $5.5 million to a construction loan to mature in 18 months following closing.

The Company has additional mortgage indebtedness of $182.2 million outstanding which bears rates of interest ranging from 7.70% to 9.50% with maturities ranging from April 2, 1998 to November 1, 2021.

At June 30, 1997, the Company's capitalization consisted of $184.4 million of debt and $98.0 million of market equity (using a June 30, 1997 market price of $9.625 per share). Of the total outstanding debt, $175.1 million, or 95%, is carried at fixed interest rates and the remaining $9.3 million, or 5%, is carried at variable rates.

The Company currently estimates that capital outlays for property development, property expansion and tenant improvements associated with recent leasing activity will require $9.1 million during the remainder of 1997. At June 30, 1997, $652,000 of these outlays are reflected in accounts payable and accrued expense balances and $1.8 million in mortgage escrows.

Historically, the principal sources for funding operations, renovations, expansion, development and acquisitions have been funds from operations, construction and permanent secured debt financings, as well as short term construction and line of credit borrowing from various lenders. Consistent with the Company's historical practice of funding certain property expansion and tenant improvements with internally generated cash, the Company believes it prudent to fund certain of the estimated 1997 capital outlays above in a similar manner. As a consequence, in June 1997 the Company reduced its dividend to an annual rate of $.80 per share.

LIQUIDITY AND CAPITAL RESOURCES, continued

The Company anticipates that this dividend level will enable the funding of certain tenant improvements with internal cash while providing for a sustainable distribution level. Furthermore, the Company anticipates that cash flow from operating activities will continue to provide adequate capital for all debt service payments and recurring capital expenditures as well. This conservative dividend policy which allows for reinvestment in the Company's properties in conjunction with amounts currently escrowed with lenders and the use of construction financing as well as other debt and equity financing alternatives will provide the necessary capital to fund planned 1997 outlays for property development, property expansion and tenant improvements, and achieve continued growth.

HISTORICAL CASH FLOW

The following discussion of historical cash flow compares the Company's cash flow for the six months ended June 30, 1997 with the Company's cash flow for the six months ended June 30, 1996.

Net cash provided by operating activities decreased from $8.6 million for the six months ended June 30, 1996 to $7.2 million for the six months ended June 30, 1997. This variance was primarily attributable to a $1.0 million decrease in cash provided from net income before changes in operating assets and liabilities and a $431,000 decrease in cash provided by changes in operating assets and liabilities for 1997.

Investing activities used $6.9 million during the six months ended June 30, 1997, a $1.1 million decrease in cash used from the same period in 1996. This was due to a $2.6 million decrease in deferred leasing charges paid and the receipt of $1.3 million from the sale of the Newberry Plaza during the six months ended June 30, 1997. These amounts were partially offset by $2.7 million more cash used during the six months ended June 30, 1997 related to property development, expansion and retenanting activities (including the payment of accounts payable related thereto).

Net cash used in financing activities was $2.3 million for the six months ended June 30, 1997 representing a $649,000 decrease from net cash used in financing activities of $3.0 million for the six months ended June 30, 1996 primarily attributable to financing obtained from Nomura Asset Capital Corporation ("Nomura") on March 4, 1997.

INFLATION

The Company's long-term leases contain provisions designed to mitigate the adverse impact of inflation on the Company's net income. Such provisions include clauses enabling the Company to receive percentage rents based on tenants' gross sales, which generally increase as prices rise, and/or, in certain cases, escalation clauses, which generally increase rental rates during the terms of the leases. Such escalation clauses are often related to increases in the consumer price index or similar inflation indexes. In addition, many of the Company's leases are for terms of less than ten years, which permits the Company to seek to increase rents upon re-rental at market rates if rents are below the then existing market rates. Most of the Company's leases require the tenants to pay their share of operating expenses, including common area maintenance, real estate taxes, insurance and utilities, thereby reducing the Company's exposure to increases in costs and operating expenses resulting from inflation.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

None

Item 2. Changes in Securities

None

Item 3. Defaults Upon Senior Securities

None

Item 4. Submission of Matters to a Vote of Security Holders

None

Item 5. Other Information

None

Item 6. Exhibits and Reports on Form 8-K

(a) Exhibits

10.3 (e) Amendment Number Three to First Amended and Restated Assumption, Extension and Loan Agreement between the Company and Fleet National Bank

10.17(e) Fourth Amendment to Revolving Credit Loan Agreement between the Company and Mellon Bank, N.A.

27 Financial Data Schedule (EDGAR filing only)

(b) Reports on Form 8-K

None

SIGNATURES

Pursuant to the requirements of the Securities and Exchange Act of 1934, the registrant has fully caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

MARK CENTERS TRUST

By:

/s/ Marvin L. Slomowitz
Marvin L. Slomowitz
Chief Executive Officer and Trustee (Principal Executive Officer)

/s/ Joshua Kane
Joshua Kane
Senior Vice President
Chief Financial Officer and Treasurer (Principal Financial and Accounting Officer)

Date: August 14, 1997

INDEX OF EXHIBITS

10.3 (e)	Amendment Number Three to First Amended and Restated Assumption, Extension and Loan Agreement between the Company and Fleet National Bank
10.17(e)	Fourth Amendment to Revolving Credit Loan Agreement between the Company and Mellon Bank, N.A.
27	Financial Data Schedule (EDGAR filing only)

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MARK CENTERS TRUST
1,000

6-MOS
DEC-31-1997
JAN-01-1997
JUN-30-1997
1,917
0
4,693
714
0
0
309,013
77,725
258,230
0
184,357
0
0
9
51,402
258,230
0
22,252
0
15,341
0
0
7,646
0
0
(646)
(12)
0
0
(658)
(.08)
(.08)

AMENDMENT NUMBER THREE TO FIRST AMENDED AND RESTATED ASSUMPTION, EXTENSION AND LOAN AGREEMENT

This Amendment Number Three to First Amended and Restated Assumption, Extension and Loan Agreement (the "Amendment") is made as of May 16, 1997 by and among Fleet National Bank, a national banking association with a place of business at 75 State Street, Boston, Massachusetts 02109 (the "Lender"), Marvin L. Slomowitz, individual, with a place of business at 600 Third Avenue, Kingston, Pennsylvania 18704 (the "Sponsor"), Mark Centers Limited Partnership, a Delaware limited partnership, with a place of business at 600 Third Avenue, Kingston, Pennsylvania 18704 (the "Borrower"), and Mark Centers Trust, a Maryland real estate investment trust, with a place of business at 600 Third Avenue, Kingston, Pennsylvania 18704 (the "REIT"). Capitalized terms used in this Amendment shall have the same meaning as set forth in the Loan Agreement (hereinafter defined) unless they are otherwise defined in this Amendment. Other capitalized terms not contained in the Loan Agreement shall have the meanings as set forth herein.

WITNESSETH THAT:

WHEREAS, Lender, Borrower, REIT and Sponsor entered into that First Amended and Restated Assumption, Extension and Loan Agreement dated as of May 30, 1995, as amended by Amendment Number One to First Amended and Restated Assumption Extension and Loan Agreement dated as of December 6, 1995, by Amendment Number Two to First Amendment and Restated Assumption, Extension and Loan Agreement dated October 21, 1996 and by letter agreement dated February 27, 1997 from the Lender to the Borrower (the "Loan Agreement" and collectively with this Amendment, the "Agreement") which established a so-called revolving line of credit subject to the terms of the Loan Agreement and the Consolidated Revolving Credit Note; and

WHEREAS, Borrower has requested the Lender to extend the only remaining outstanding Application and Agreement for Standby Letter of Credit No. RS1034937 dated March 27, 1995 from the Borrower to the Lender and Standby Letter of Credit No. RS1034937 dated March 30, 1995 from the Lender in favor of John Hancock Mutual Life Insurance Company in the amount of $1,740,000; and

WHEREAS, Lender is willing to extend the SBLC upon the condition that the Borrower enter into this Amendment of the Loan Agreement;

NOW, THEREFORE, the parties hereto, in consideration of Ten Dollars ($10.00) and other valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged by each, hereby act and agree as follows:

1. Amendments.

(a) Subparagraph (a) of Subsection 2.1.2 of the Loan Agreement entitled "Existing Loan Indebtedness" is hereby stricken and the following is substituted therefor:

"(a) Consolidated Note dated June 3, 1993 from the Borrower to Fleet-Mass in the original principal amount of $40,000,000.00 as assigned to the Lender pursuant to that certain Allonge to Promissory Note dated as of March 30, 1995 and amended by a Second Allonge to Consolidated Note dated May 30, 1995;"

(b) Subsection 2.2 of the Loan Agreement entitled "Existing Loan Indebtedness" is hereby stricken in its entirety and the following is substituted therefor:

"The Borrower and Lender hereby acknowledge and agree that as of May 16, 1997, there is no principal amount advanced by and due to the Lender under the Consolidated Note (the "Present Advanced Principal") and the aggregate principal amount of the SBLC issued by the Lender on behalf of the Borrower (the "Present Committed Principal") is $1,740,000 pursuant to SBLC No. RS1034937."

(c) Subsection 3 of the Loan Agreement entitled "Maximum Loan Amounts; Revolving Line of Credit Loan" is hereby amended by striking therefrom the words the lesser of $12,000,000 (the "Maximum Loan Amount") or an amount equal to the Borrowing Base at such time" and by substituting therefor the words $1,740,000 (the "Maximum Loan Amount.").

(d) (i) Subsection 4.2 of the Loan Agreement entitled "Evidence of Indebtedness" is hereby amended by striking therefrom the words "shall mature on May 31, 1997 (the "Maturity Date")" and substituting therefor the words "shall be payable on demand but in any event no later than on March 15, 1998 (the "Maturity Date").

(ii) Said Section 4.2 is further amended by adding the following paragraph thereto "The SBLC shall be extended to a date not later than March 15, 1998 subject to the terms of this Agreement."

(e) With respect to Subsections 2.3, and 3 entitled "Amendment and Restatement," and "Maximum Loan Amounts; Revolving Line of Credit Loan', respectively, and Sections 4-4.13, inclusive, and the Loan Agreement generally, the Borrower and the Lender hereby agree that as of the date hereof the Revolving Line of Credit created by the Loan Agreement is hereby modified and amended to a be non-revolving line of credit to the effect that any amounts advanced by the Lender pursuant to the Agreement from and after the date hereof may not be reborrowed once same have been repaid. The term "Line of Credit" under the Loan Agreement is hereby amended to mean a line of credit on which amounts may be advanced pursuant to the Agreement but which amounts may not be reborrowed once same have been repaid. From and after the date hereof, any outstanding Readvances and any Readvances made after the date hereof pursuant to the Agreement shall be payable on demand and shall constitute Prime Rate Advances under the Agreement. In addition from and after the date hereof the Agreement is hereby modified and amended by deleting words "Consolidated Revolving Credit Note" wherever they appear and by substituting therefor the words "Consolidated Credit Note."

(f) Subsection 4.6 of the Loan Agreement entitled "Borrowing Base" is hereby stricken in its entirety.

(g) Subsection 4.13 (untitled) is hereby stricken in its entirety and the following is substituted therefor:

"Without limiting in any way any of the Lender's rights under the SBLC, the Borrower hereby acknowledges that the Lender is authorized under the SBLC to charge any accounts of the Borrower with the Lender, including the Wal-Mart Escrow Account, (hereinafter defined) and that, at the option of the Lender, to make an advance under the Consolidated Credit Note (a Readvance hereunder) in order to (a) satisfy any obligations owing to the Lender under the SBLC, (b) to secure the Borrower's Obligations to the Lender with cash collateral to be held on deposit with the Lender or (c) to fund drawings under the SBLC. Any such advance shall be a Prime Rate Readvance and shall be payable on demand and any portion thereof which is repaid may not be reborrowed.

(h) The Loan Agreement is hereby further amended by adding Subsections 4.14, 4.15 and 4.16 entitled, "Additional Collateral - Cash Collateral," "Disbursement of Cash Collateral," and "Grant of Security Interest" as follows:

"4.14 Additional Collateral - Cash Collateral. With the execution of this amendment, the Borrower shall deposit with the Lender to be held in escrow pursuant to the terms of this Agreement, a cash deposit in the initial amount of $1,740,000 (the "Wal-Mart Escrow Fund") to be held in a separate account (the "Wal-Mart Escrow Account") to fund the completion of the construction of a Wal-Mart store at Ledgewood Mall, Ledgewood, New Jersey ("Ledgewood Wal-Mart Store"), in accordance with the terms and provisions of that certain Amended and Restated Lease Agreement dated July 11, 1996 by and between the Borrower and Wal-Mart Stores, Inc., as amended from time to time (the "Wal-Mart Lease"). The Borrower shall use due diligence to complete the construction of Ledgewood Wal-Mart Store on or before the final completion dated stated in the Wal-Mart Lease. The Wal-Mart Escrow Account shall be held in a so-called premium master fund account bearing interest at such rates as may be announced by the Lender from time to time. Such amounts shall be disbursed as provided in Section 4.15 of this Agreement.

4.15 Disbursement of Wal-Mart Escrow Account. Subject to all the terms and conditions of this agreement and so long as there exists no Default hereunder, funds held in the Wal-Mart Escrow Account to complete the Ledgewood Wal-Mart Store may be disbursed upon the following terms and conditions:

(1) Lender shall have received the following documents in form and substance satisfactory to the Lender

(a) copies of construction plans and specifications as defined in the Wal-Mart Lease (Wal-Mart Lease Exhibits B and C)

(b) copies of building permits and driveway entrance permits and any other permits necessary for commencement and completion of construction of the Wal-Mart Store

(c) copies of Construction Contracts
(d) copy of Schedule of Work
(e) copies of Cost Breakdown of Work and Trades

(f) Such other documents Lender may request concerning the construction of the Ledgewood Wal-Mart Store.

Items (a) - (i), inclusive, are hereinafter referred to as the "Construction Documents."

(2) Disbursements shall be made from the Wal-Mart Escrow Account ("Wal-Mart Advances"), but not more frequently than monthly, upon the Lender's receipt of the following documents in form and substance satisfactory to the Lender; provided, however, no requested disbursement (or partial payment thereof) shall be made from the Wal-Mart Escrow Account unless the Lender is satisfied the balance remaining in such account after the requested disbursement exceeds the projected cost of completion of the Ledgewood Wal-Mart Store.

(a) Borrower's Certificate and Request that the cost to complete the Wal-Mart Store shall not exceed the amount remaining in the Wal-Mart Escrow Account after the requested disbursement and that there are no changes to the Construction Documents other than those previously disclosed to the Lender. Such certification shall be in the form attached hereto as Exhibit D.

(b) The requested Requisition on AIA Forms G702 and G703, together with Lien Waivers from the General Contractor and each subcontractor performing work prior to the requested disbursement and receipts for prior payments from such contractors and subcontractors. Said requisition forms shall be executed by the contractor and Borrower's Architect. As used herein "Borrower's Architect" shall mean the Wal-Mart Architect or the Wal-Mart Construction Manager.

(c) Reports satisfactory to the Lender by its construction consultant/engineer approving the requisition and compliance with the Contract Documents.

(d) Such other documents and certifications deemed appropriate and advisable by Lender or its counsel to administer properly disbursements from the Wal-Mart Escrow Account.

(e) Proof of compliance with the provisions of Exhibit E entitled "Construction Advances" and attached hereto as Exhibit E and by this references made a part hereof."

4.16 Grant of Security Interest. The Borrower hereby pledges, assigns and grants to Lender, as security for the prompt observance and performance by Borrower of all other terms, conditions and provisions of the Agreement and the Loan Documents on the Borrower's part to be observed and performed, all of Borrower's right, title, and interest in and to the Wal-Mart Escrow Fund and the Wal-Mart Escrow Account (collectively, the "Collateral"), and Borrower agrees that Lender shall have a security interest (as defined in the Uniform Commercial Code) in, and a banker's lien and right of set-off against, the Collateral. In addition, the Borrower shall not further pledge, assign or grant any security interest in the Collateral or permit any lien or encumbrance to attach thereto, or any levy to be made thereon, or any UCC-1 Financing Statements, except those naming Lender as the secured party, to be filed with respect thereto.

Upon an Event of Default, in addition to the rights and remedies in this Agreement, at Lender's option, Lender shall be entitled to exercise all rights and remedies available to it under the Uniform Commercial Code of the Commonwealth of Massachusetts.

The Borrower (a) shall execute any instruments or take any steps required by Lender in order that notice of the security interest granted and assigned by Borrower to Lender under this Agreement shall be given to all appropriate parties and/or as may be required to enable Lender to enforce its rights under this Agreement, (b) shall execute, at the request of Lender, all UCC-1 Financing Statements and other instruments and documents required by Lender to perfect the security interest intended to be created under this Agreement.

(i) Subparagraph (a) of Subsection 6.1 of the Loan Agreement is hereby stricken and the following is substituted therefor:

"(a) the Third Allonge to Consolidated Note in substantially the form attached hereto as Exhibit A (the "Consolidated Credit Note").":

(j) Subparagraph (ii) of Subsection 8.9.2 is hereby amended by striking therefrom the words "and all accounts receivable and accounts payable which have been outstanding for more than ninety (90) days".

(k) Subsection 8.11 of the Loan Agreement, entitled "Mortgaged Property Debt Service Coverage" is hereby amended by striking therefrom the following words:

"Annualized Operating Income shall be calculated as of the end of each Fiscal quarter and shall at times be equal to or greater than 225% of Projected Debt Service."

and by substituting therefor the following:

"Annualized Operating Income shall be calculated as of the end of each fiscal quarter and shall at all times be greater than $400,000."

(l) Subsection 8.11.3 of the Loan Agreement entitled "Defined Operating Expenses" is hereby amended as follows:

(i) by striking from subparagraph (a) thereof the following words:

"plus (ii) an allowance for management fees equal to 4% of Eligible Revenues as of such date, plus (iii) a quarterly replacement reserve allowance of two and one-half cents (2.5 cents)per square foot of Rental Space in the Mortgage Properties".

(ii) by striking from said subparagraph (a) "(i)".

(iii) by striking therefrom subparagraph (b) in its entirety.

(m) Subsection 8.12 of the Loan Agreement entitled "Overall Debt Service Coverage" is hereby amended by striking therefrom the words 175% of Debt Service" and substituting therefrom the words "140% of Debt Service."

(n) Subsection 8.13.1 of the Loan Agreement entitled "Funded Debt to Restated Value" is hereby stricken in its entirety.

(o) Subsection 8.14 of the Loan Agreement entitled "Tangible Net Worth" is hereby stricken in its entirety.

(p) Subsection 8.15 of the Loan Agreement entitled "Liquidity" is hereby stricken in its entirety.

(q) Subsection 8.16 of the Loan Agreement entitled "Unimproved Real Estate" is hereby stricken in its entirety.

(r) Subsection 10.3 of the Loan Agreement entitled "Distributions" is hereby stricken in its entirety and the following substituted therefor:

"10.3 Distributions. The REIT shall not make any Distribution, including Distributions to the owner(s) of operating partnership units of the Borrower, unless it shall have given the Lender at least ten (10) days prior written notice thereof identifying such Distribution, the amount thereof and the Person or persons to whom it is to be made; provided however, if at the time of any Distribution there shall exist an Event of Default which has not been cured to the satisfaction of the Lender, then the amount of such Distribution shall not exceed the minimum amount which the REIT must distribute to retain its legal status as a REIT."

(s) Section 18 of the Loan Agreement entitled "Notices" is hereby amended by striking the address of the Lender stated therein and substituting therefor the following "Fleet National Bank, 75 State Street, Mail Stop: MA BO F11C, Boston, Massachusetts 02109-1810, Attention: Thomas T. Hanold, Vice President, Commercial Real Estate."

(t) Section 20 of the Loan Agreement entitled "Choice of Law" is hereby amended by striking therefrom the words "the state of Rhode Island" and by substituting therefor the words "the Commonwealth of Massachusetts".

(u) Section 21 of the Loan Agreement entitled "Consent to Jurisdiction" is hereby amended by substituting for the words "Rhode Island" and "Providence", respectively, whenever they appear the words "Massachusetts" and "Boston", respectively.

2.   Payments. At the time of the execution of this Amendment, the Borrower shall pay to the Lender any current or previously outstanding legal, appraisal, construction consulting/engineer and title insurance fees, costs or expenses.

3.   Representations and Warranties. To induce Lender to enter into this Amendment, the Borrower, REIT and Sponsor represent and warrant to Lender as follows:

(a) The information set forth in this Amendment is true and correct.

(b) The Borrower, REIT and Sponsor have full power, authority and legal right to execute and deliver this Amendment, and this Amendment constitutes the valid and binding obligation of Borrower, REIT and Sponsor, enforceable against them in accordance with its terms.

(c) None of the Borrower, the REIT or the Sponsor has any charge, claim, demand, plea or setoff upon, for or against the Agreement or any of the Loan Documents. There is no Outstanding Principal of the Loan as of the date hereof.

(d) If the effect of the amendments contained in this Amendment are taken into account, no Default exists under the Agreement or any other Loan Document.

(e) The execution, delivery and performance of this Amendment has been duly authorized by all requisite partnership or trust action on the part of the Borrower and the REIT, as the case may be, and will not violate any partnership documents of the Borrower or trust documents of the REIT or any provision of any law or any order of any tribunal, and will not conflict with, result in a breach of or constitute a default under any mortgage, security agreement, loan or other credit agreement, or any other agreement or instrument to which the Borrower or the REIT or the Sponsor is a party, or result in the imposition of any Lien upon the assets of the Borrower, the REIT or the Sponsor except as contemplated by this Amendment.

4. Effectiveness of Loan Documents. Except as specifically amended by this Amendment, the Loan Agreement and the other Loan Documents remain unmodified and in full force and effect. References in any of the Loan Documents to the Loan Agreement shall hereafter be deemed to mean and refer to the Loan Agreement as amended by this Amendment.

5. Miscellaneous

(a) This Amendment constitutes the entire understanding among the Borrower, the REIT, the Sponsor and the Lender concerning the modification of the Loan Agreement. All prior and contemporaneous negotiations and understandings are merged in this Amendment.

(b) The captions preceding the sections of this Amendment are for convenience of reference only. They are not a part of this Agreement and shall not be considered in construing its meaning or effect.

(c) The Borrower, the REIT and the Sponsor shall pay the attorneys' fees and costs incurred by Lender in connection with the modification of the Loan Agreement evidenced by this Amendment.

(d) This Amendment shall be construed in accordance with the laws of the State of Rhode Island as provided in Section 20 of the Loan Agreement, and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereof have caused this Amendment to be duly executed as a sealed instrument the day and year first above written.

FLEET NATIONAL BANK

By: /s/ Thomas T. Hanold
Name: Thomas T. Hanold
Title: Vice President

MARK CENTERS LIMITED PARTNERSHIP
By: Mark Centers Trust,
     its general partner

By: /s/ Joshua Kane
Name: Joshua Kane
Title: Senior Vice President and
       Chief Financial Officer

MARK CENTERS TRUST

By: /s/ Joshua Kane
Name: Joshua Kane
Title: Senior Vice President and
       Chief Financial Officer

/s/ Marvin L. Slomowitz
Marvin L. Slomowitz

Fourth Amendment to Revolving Credit Loan Agreement ("Fourth Amendment") by and among Mark Centers Limited Partnership ("Borrower"), Mark Centers Trust ("MCT") and Mellon Bank, N.A. ("Lender")

Ladies and Gentlemen:

Borrower, MCT and Lender are parties to a Revolving Credit Loan Agreement dated October 5, 1994, amended by a First Amendment to Revolving Credit Loan Agreement dated November 15, 1995 (the "First Amendment"); a Second Amendment to Revolving Credit Loan Agreement dated February 29, 1996 (the "Second Amendment") and a Third Amendment to Revolving Credit Loan Agreement dated October 3, 1996 (the "Third Amendment"). The Revolving Credit Loan Agreement, as amended by the First Amendment, Second Amendment and Third Amendment, shall hereinafter be referred to as the "Loan Agreement." Capitalized terms used in this Agreement without definition shall have the same meanings ascribed to those terms in the Loan Agreement.

Borrowers and MCT have requested Lender to agree to modify certain covenants in the Loan Agreement and Lender has agreed to do so on the terms and conditions hereinafter set forth. In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Amendments

(a) Restated Value. Section 1.1 of the Loan Agreement is amended so that the definition of "Restated Value" and all references thereto in the Loan Agreement are deleted in their entirety.

(b) Financial Covenants. Section 5.16 of the Loan Agreement is amended so that Sections 5.16(B) (Tangible Net Worth), 5.16(C) (Liquidity), 5.16(F) (Loan to Value), 5.16(G) (Funds From Operations), 5.16(H) (Dividends) and all references thereto in the Loan Agreement are deleted in their entirety.

(c) Earnings. Section 5.16(D) (Earnings) of the Loan Agreement is amended so that the ratio "1.75 to 1" in the fourth line of the first sentence is deleted and the ratio "1.40 to 1" is substituted therefor.

(d) Encumbrances. Section 5.5(b) of the Loan Agreement is deleted in its entirety.

2. Representations and Warranties. To induce Lender to amend the Loan Agreement as provided herein, Borrower and MCT represent and warrant to Lender as follows:

(a) Borrower and MCT have full power, authority and legal right to execute and deliver this Amendment, and this Amendment constitutes the valid and binding obligation of Borrower and MCT, enforceable against them in accordance with its terms.

(b) Neither MCT nor any Borrower has any charge, claim, demand, plea or setoff upon, for or against the Loan Agreement or any of the Loan Documents. The outstanding principal balance of the Revolving Credit as of the date hereof is $3,076,296.44 and such sum remains due and payable in accordance with the terms and provisions of the Loan Agreement and other Loan Documents, as modified by this Fourth Amendment.

(c) No Event of Default exists under the Loan Agreement or any other Loan Document and there is no Unmatured Event of Default under the Loan Agreement or any other Loan Document.

(d) The execution, delivery and performance of this Amendment has been duly authorized by all requisite partnership action on the part of each Borrower and MCT, and will not violate the partnership documents of Borrower or MCT or any provision of any law or any order of any tribunal, and will not conflict with, result in a breach of or constitute a default under any mortgage, security agreement, loan or other credit agreement, or any other agreement or instrument to which Borrower or MCT is a party, or result in the imposition of any lien upon the assets of Borrower or MCT except as contemplated by this Amendment.

3. Effectiveness of Loan Documents. Except as specifically amended by this Fourth Amendment, the Loan Agreement and the other Loan Documents remain unmodified and in full force and effect. References in any of the Loan Documents to the Loan Agreement shall hereafter be deemed to mean and refer to the Loan Agreement as amended by this Amendment.

4. Miscellaneous.

(a) This Fourth Amendment constitutes the entire understanding among Borrower, MCT and Lender concerning the modification of the Loan Agreement. All prior and contemporaneous negotiations and understandings are merged in this Fourth Amendment.

(b) The captions preceding the sections of this Fourth Amendment are for convenience of reference only. They are not a part of this Fourth Amendment and shall not be considered in construing its meaning or effect.

(c) Borrower and MCT shall pay the attorneys' fees and costs incurred by Lender in connection with the modification of the Loan Agreement evidenced by this Fourth Amendment.

(d) This Fourth Amendment may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument. The parties hereto agree that a facsimile transmission of an executed counterpart of this Fourth Amendment shall have the same binding effect upon the signatory as an executed and delivered original hereof. The parties hereto further agree, for confirmatory purposes only, to exchange copies of executed counterpart originals promptly after the aforesaid facsimile transmission so that each party may have one fully executed original hereof.

(e) This Fourth Amendment shall be construed in accordance with the laws of the Commonwealth of Pennsylvania and shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have caused this Fourth Amendment to be duly executed the day and year first above written.

Borrowers:

MARK CENTERS LIMITED PARTNERSHIP,
a Delaware limited partnership

By: MARK CENTERS TRUST, a Maryland
business trust, its general
partner

By: /s/ Joshua Kane
Senior Vice President
Chief Financial Officer

MARK CENTERS TRUST, a Maryland
business trust

By: /s/ Joshua Kane
Senior Vice President
Chief Financial Officer

Lender:

MELLON BANK, N.A., national banking
association

By: /s/ D. Charles Felmlee
Vice President