

eighteenth (18th) line thereof, after the word "entrances",  
the clause: "Sears is to keep open".

2. By deleting in Section 2.11 on page 10, in  
the thirteenth (13th) line thereof, the word "hereinafter"  
and inserting, in lieu thereof, the work "herein."

3. By adding, as the first (1st) sentence of  
Section 10.03, the following: "This Agreement shall not be  
terminated unless otherwise specifically provided in this  
Agreement."

All of the covenants and agreements set forth in this  
Amendment are intended to be and shall be binding upon and  
inure to the benefit of and enforceable by the parties  
hereto and their respective successors and assigns.

No trustee, officer, employee, representative or agent of  
the Monumental Properties Trust and no holder of Trust Units  
shall be held to any personal liability in connection with  
this instrument or any obligation entered into, by or on  
behalf of the Trust, and only the property of the Trust  
shall be available for the satisfaction of Trust obligations.

IN WITNESS WHEREOF, the parties hereto have executed  
this Agreement the day and year first above written.

Signed, sealed and  
delivered, as to Haywood  
Mall, Inc. in the  
presence of

Witness

Witness

*[Handwritten signature]*  
*[Handwritten signature]*

"DEVELOPER"

HAYWOOD MALL, INC.  
a Georgia corporation

By:

Its:

Attest:

*[Handwritten signature]*  
[CORPORATE SEAL]