

1. By deleting in Section 5.04, the words and figures "two (2)" as they appear in the 8th line on page 38 thereof and inserting, in lieu thereof, the words and figures "seven (7)".

2. By adding as the first (1st) sentence of Section 10.04, the following: "This Agreement shall not be terminated unless otherwise specifically provided in this Agreement."

3. ~~By deleting in Section 1.05, (i) the clause "(ii) Sears shall open its Facilities for business with the public not later than March 12, 1980 and (iii) Federated and the Developer shall open their respective Facilities for business with the public not later than March 5, 1980" and inserting in lieu thereof, the clause "and (ii) Sears, Federated and the Developer shall open their respective Facilities for business with the public not later than July 30, 1980" and (ii) the date "August 1" as it appears in the thirteenth (13th) line on page 16, and inserting, in lieu thereof, the date "July 20."~~

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.

The liability of Penney Properties and Penney Company under this Agreement shall be joint and several and all obligations of Penney Properties hereunder shall also be the obligations of the Penney Company; provided, however, that so long as the Penney Company shall hold a leasehold estate in and to the entire Penney Site, such obligations shall be deemed to be obligations of the Penney Company alone and all other parties to this Agreement shall look solely to the Penney Company for the performance of such obligations.

No trustee, officer, employee, representative or agent of the Monumental Properties Trust and no holder of Trust Units

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