

thereof) shall not constitute a default under the Fee Mortgage, promissory note secured thereby or any instrument collateral thereto nor permit the acceleration of the indebtedness secured thereby."

(n) Section 14.01 appearing on the thirty-third page of the Lease is hereby deleted in its entirety and the following is hereby inserted in lieu thereof.

"Section 14.01. Lessor's Right to Mortgage. Lessor shall have the right from time to time to mortgage its interest in the Property, or any part thereof (and to assign its interest under this Lease in connection therewith), upon the condition that all such mortgages shall by the terms thereof be expressly subject and subordinate to (i) this Lease, (ii) any Fee Mortgage, (iii) any sublease of all or any portion of the Property, and (iv) any New Lease, as defined in Section 12.02(f). All such mortgages complying with conditions (i), (ii) and (iii) above, and any increases, renewals, modifications, consolidations, replacements and extensions thereof are herein collectively referred to as "Lessor's Mortgage" and the holder from time to time of any Lessor's Mortgage is herein referred to as "Lessor's Mortgagee".

2. Ratification. Except as herein expressly modified and amended, the terms of the Lease are hereby ratified and confirmed.

3. Successors and Assigns. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns, whether voluntary by action of the parties or involuntary by operation of law.

4. Trust Disclaimer. No trustee, officer, employee, representative or agent of Monumental Properties Trust and no holder of Trust Units shall be held to any personal liability in connection with this Amendment 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.

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