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GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

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## MEMORANDUM OF FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE made and entered into as of the 23rd day of June, 1978, by and between HAYWOOD PROPERTIES, a South Carolina limited partnership, (hereinafter called the "Lessor") and HAYWOOD MALL, INC., a Georgia corporation and MONUMENTAL PROPERTIES TRUST, a trust formed and organized under the laws of the State of Maryland, a joint venture doing business as Haywood Mall Associates (hereinafter called the "Lessee").

## W I T N E S S E T H:

WHEREAS, Lessor and Lessee entered into that certain Lease dated June 1, 1977, (hereinafter called the "Lease"); and

WHEREAS, Lessor and Lessee desire to amend the Lease pursuant to Article XV thereof for the purposes hereinafter set forth; and

WHEREAS, Monumental Properties Trust by merger and transfer is the successor to Monumental Haywood, Inc., a Maryland corporation.

NOW THEREFORE, for and in consideration of the covenants herein contained and contained in the Lease, the premises and the sum of TEN DOLLARS (\$10.00) in hand paid by each of the parties hereto to the other, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee hereby covenant and agree as follows:

- The Lease is hereby amended by deleting the legal description of the real property attached as Exhibit "A" to the Lease and substituting in replacement therefor the legal description of the real property described in Exhibit "A" attached hereto and by this reference made a part hereof, so that, from and after the date hereof, the Premises, as that term is defined in the Lease, shall consist of the real property described in Exhibit "A" hereto, together with any and all improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining thereto and any right, title and interest of Lessor in and to any property lying in any public right-of-way adjoining said real property to the centerline thereof; and Lessor does hereby demise, convey and lease unto Lessee and Lessee does hereby Tease and hire from Lessor all the real property described in Exhibit "A" hereto together with any and all improvements, appurtenances, rights, privileges and casements benefiting, belonging or pertaining thereto subject in all respects to the terms of the Lease, as amended hereby.
- 2. The Lessee does hereby remise, release and quitectaim to Lessor all right, title and interest of the Lessee in and to any portion of the real property described in

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