

same, whether voluntary by act of the parties or involuntary by operation of law.

7. Lessor acknowledges receipt of the payment of all sums due by Lessee to Lessor under the Lease, including the Rent, through the 1st day of the month next preceding the date hereof and to the knowledge of Lessor, the Lessee is not in default under the Lease.

8. 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 Lessor and the Lessee have hereunder set their hands under seal as of the day and year first above written.

As to Haywood Properties,
signed, sealed and
delivered in the presence
of:

"LESSOR"

Witness

Witness

[Handwritten signatures of witnesses]

HAYWOOD PROPERTIES
a South Carolina limited partnership,
acting by and through the undersigned,
its sole general partners.

By: *[Signature]* (SEAL)
Joseph J. Linder
a general partner

By: *[Signature]* (SEAL)
Robert L. Rogers
a general partner

By: CENTER, INC.

By: *[Signature]*
C. T. Wycho,
Its President

(CORPORATE SEAL)

As to Haywood Mall, Inc.,
signed, sealed and
delivered in the
presence of:

"LESSEE"

Witness

Witness

[Handwritten signatures of witnesses]

HAYWOOD MALL, INC., a Georgia
corporation

By: *[Signature]*
Its: *[Signature]*

Attest: *[Signature]*
Its: *[Signature]*

(CORPORATE SEAL)

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