

12. This Second Amendment to Easement Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

13. 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, each of the parties hereto have duly executed this Second Amendment to Easement Agreement under seal, as of the day and year first above written.

Signed, sealed and delivered, as to Developer in the presence of:

Carol A. Coe
Witness

Judy S. Edmiston
Witness

"DEVELOPER"

HAYWOOD MALL, INC.,
a Georgia corporation

By: Noah H. Long
Its: President

Attest: L. Kent Love
Its: Vice-President

[CORPORATE SEAL]

Signed, sealed and delivered, as to Monumental Properties Trust, in the presence of:

James R. Parks
Witness

Kiri M. Davis
Witness

MONUMENTAL PROPERTIES TRUST,
a trust formed and organized under the Laws of the State of Maryland

By: Emmanuel L. Wilder (SEAL)
Its: General Manager

[TRUST SEAL]

Signed, sealed and delivered, as to Penney, in the presence of:

Robert W. Gisher
Witness

Walter B. Shendon
Witness

"PENNEY"

J. C. PENNEY COMPANY, INC.,
a Delaware corporation

By: [Signature]
Its: Director of Real Estate VICE PRESIDENT



Attest: Corinne L. Brown
Its: Assistant Secretary

[CORPORATE SEAL]

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