

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE made and entered into as of the 23rd day of June, 1978, by and between NEW SOUTH DEVELOPMENT CO., a South Carolina general partnership, (hereinafter called the "Lessor") and HAYWOOD MALL, INC., a Georgia corporation and MONUMENTAL CORPORATION, a Maryland corporation [successor by merger to Monumental Properties, Inc., a Maryland corporation following merger of that corporation and Monumental Haywood Inc., a Maryland corporation], and MONUMENTAL PROPERTIES TRUST, a trust governed by 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 RPSC, Inc. a Georgia corporation entered into that certain Lease dated September 14, 1976 (hereinafter called the "Lease"); and

WHEREAS, RPSC, Inc. assigned all of its interest under the Lease to the Lessee under and pursuant to that certain Assignment of Lease and Assumption Agreement dated May 5, 1977; and

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

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:

1. 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 lease and hire from Lessor all the real property described in Exhibit "A" hereto together with any and all improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining thereto subject in all respects to the terms of the Lease, as amended hereby.

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