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STATE OF SOUTH CAROLINA 199

COUNTY OF GREENVILLE

For True Consideration See Affiliant
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## **LEASE**

HAYWOOD MALL, INC., a Georgia 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 referred to as the "Lessee") and NEW SOUTH DEVELOPMENT CO., a South Carolina general partnership (hereinafter referred to as the "Owner"), hereby agree that for and in consideration of the sum of One Dollar (\$1.00) and of other valuable consideration paid by Lessee to the Owner, the receipt and sufficiency of which are hereby acknowledged by the Owner, the Owner hereby demises and leases to Lessee and Lessee hereby leases from the Owner, upon and subject to the covenants, agreements, terms and conditions set forth in a certain Lease of even date herewith between the Owner and Lessee, that certain tract of land (hereinafter referred to as the "Premises") lying and being in Greenville County, South Carolina, which is more fully described in Exhibit "A" attached hereto and by this reference made a part hereof, together with all easements, rights, privileges and appurtenances belonging to the Premises or in anywise appertaining thereto, to have and to hold the same for a term beginning on the date hereof and ending on midnight on the 31st day of January, 2032 subject to the option of Lessee to extend the term for two (2) successive additional periods of ten (10) years each upon the terms and conditions set forth in said Lease.

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

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