

FILED GREENVILLE CO. S. C. FIRST AMENDMENT TO SUPPLEMENTAL OPERATING AGREEMENT

THIS FIRST AMENDMENT, made as of the 30th day of August, 1978, by and between 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 under the name HAYWOOD MALL ASSOCIATES (herein referred to as the "Developer") and SEARS, ROEBUCK AND CO., a New York corporation (herein referred to as "Sears").

WITNESSETH:

WHEREAS, the Developer and Sears did make and enter into that certain Supplemental Operating Agreement dated June 26, 1978 (herein referred to as the "Supplemental Operating Agreement"); and

WHEREAS, the Developer and Sears desire to amend the Supplemental Operating Agreement; and

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

NOW, THEREFORE, in consideration of the premises and Ten (\$10.00) Dollars in hand paid by each party to the other and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer and Sears mutually covenant and agree that the Supplemental Operating Agreement is hereby amended by adding as the first (1st) sentence of Section 9.02, the following: "This Agreement shall not be terminated unless otherwise specifically provided in this Agreement."

All of the covenants and agreements set forth in this Amendment are intended to be and shall be binding upon and inure to the benefit of and enforceable by the parties hereto and their respective successors and assigns.

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