

Section 10.14. Section Headings. The Section headings of this Agreement are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

Section 10.15. Trust Disclaimer. No, trustee, officer, employee, representative or agent of the Monumental Properties Trust and no holder of Trust Units will 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 parties hereto have executed this Agreement the day and year first above written.

Signed, sealed and delivered, as to Haywood Mall, Inc., in the presence of:

Carol D. Lane
Witness

Judy S. Edmiston
Witness

"DEVELOPER"

HAYWOOD MALL, INC.,
a Georgia corporation

By: Noah H. Long
Its: President

Attest: R. Kent Cox
Its: Vice-President

[CORPORATE SEAL]

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

Juan R. Pardo
Witness

John M. Smith
Witness

MONUMENTAL PROPERTIES TRUST,
a Maryland trust

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

[TRUST SEAL]