

11.17.00

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

7. Exhibits "A," "B", "F", "G" and "I" attached hereto are by this reference incorporated herein and made a part hereof.

8. 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.

9. The Supplemental Operating Agreement is in full force and effect and is hereby ratified and confirmed.

IN WITNESS WHEREOF, each of the parties hereto have duly executed this Second Amendment to the Supplemental Operating Agreement under seal, as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Candace D. Coe
Witness
Judy S. Edmiston
Witness

"DEVELOPER"

HAYWOOD MALL, INC.,
a Georgia Corporation

By: Noah H. Long
Its: President
Attest: C. Kent Coe
Its: Vice-President

[CORPORATE SEAL]

Signed, sealed and delivered in the presence of:

C. Kent Coe
Witness
Evelyn M. Kahn
Witness

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

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

[TRUST SEAL]

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