

FIRST AMENDMENT TO PENNEY'S INDIVIDUAL LEASE

THIS FIRST AMENDMENT TO PENNEY'S INDIVIDUAL LEASE (hereinafter referred to as this "Amendment") made and entered into as of the 14th day of September, 1979 by and between HAYWOOD MALL, INC., a Georgia corporation, and MONUMENTAL PROPERTIES TRUST, a trust governed by the laws of the State of Maryland, together comprising a joint venture doing business under the name HAYWOOD MALL ASSOCIATES (hereinafter referred to as "Haywood"), MONUMENTAL CORPORATION, a Maryland corporation, and J.C. PENNEY PROPERTIES, INC., a Delaware corporation (hereinafter referred to as "Penney"),

W I T N E S S E T H :

WHEREAS, New South Development Co. as "Lessor" and Penney as "Lessee" entered into that certain Penney's Individual Lease (hereinafter referred to as the "Lease") dated June 23, 1978, demising for a term of years certain property (hereinafter referred to as the "Premises") therein more particularly described located in Greenville County, South Carolina; a short form of which Lease was recorded in Volume 1087, page 572, Office of the Clerk of RMC, Greenville County, South Carolina;

WHEREAS, Haywood has now acquired from New South Development Co. the reversionary fee interest in the Premises including the interest of the "Lessor" under the Lease; and

WHEREAS, Section 14.01 of the Lease prohibits the "Lessor" from mortgaging its interest in the Premises, and the parties wish to enter into this Amendment modifying and amending the Lease so as to permit the "Lessor" hereafter to mortgage its interest in the Premises as hereinafter more particularly set forth.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand paid by Haywood to Penney, and for other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged by Penney, the parties hereby covenant and agree as follows:

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