

5. Defaults. In the event Haywood or Monumental default in the performance of any of their obligations under this Agreement and fail to cure such default within ten (10) days after written notice of such default is provided by Connecticut General, then Connecticut General shall be entitled to pursue any and all remedies afforded by law or in equity, including but not limited to: (a) the right to have this Agreement specifically enforced against Haywood and Monumental or (b) the right to terminate this Agreement and to sue Haywood for damages resulting to Connecticut General.

6. Notices. All notices, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective upon being deposited in the United States mail, postpaid and registered or certified with return receipt requested; provided, however, the time period in which a response to any notice, demand or request must be given shall commence on the date of receipt of the notice, demand or request by the addresses thereof. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been given shall constitute receipt of the notice, demand or request sent. Any such notice, demand or request, if given to Haywood shall be addressed as follows:

Haywood Mall Associates  
 Suite 400  
 360 Interstate North  
 Atlanta, Georgia 30339

if given to Monumental, shall be addressed as follows:

Monumental Corporation  
 2 East Chase Street  
 Baltimore, Maryland 21202  
 Attn: Charles L. Hayes

and, if given to Connecticut General, shall be addressed as follows:

Connecticut General Life Insurance Company  
 Hartford, Connecticut 06152  
 Attn: Vice-President  
 Mortgage and Real Estate Department

7. Successors and Assigns. This Agreement shall apply to, inure to the benefit of and be binding upon and enforceable against the

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