

Section 9.09. Notices. Every notice, demand, consent, approval or other document or instrument required or permitted to be served upon any of the parties hereto shall be in writing and shall be deemed to have been duly served on the date of mailing and shall be sent by registered or certified United States Mail, postage prepaid, return receipt requested, addressed to the respective parties at the following addresses:

To Sears:

675 Ponce de Leon Avenue
Annex 95
Atlanta, Georgia 30395
Attn: Property Manager

To Developer:

Haywood Mall, Inc.
300 Interstate North
Atlanta, Georgia 30339

and

Monumental Haywood, Inc.
25 South Charles Street
Baltimore, Maryland 21201

Either party may change the place for service of notice by ten (10) days' prior written notice informing the other party setting forth the change in the address which change of address shall become effective ten (10) days after receipt of the notice setting forth such change.

Section 9.10. Estoppel Certificates. Sears and the Developer shall, on or before thirty (30) days after receipt of notice from the Developer or Sears, as the case may be, execute and deliver to the Developer or Sears, as the case may be, a certificate, in recordable form which states that all of the conditions, agreements and obligations of the Developer or Sears, as the case may be, under the provisions of Article II hereof have been satisfied and performed, or, if not satisfied and performed, waived; or have not been satisfied, performed or waived and specifying in detail, the conditions, agreements and obligations under Article II