

submitted for approval by or on behalf of Developer under this Article II shall be accompanied by a letter stating that such document is submitted for approval and the date on which such approval is required hereunder. Unless accompanied by such letter the document shall not be deemed to have been submitted for approval. All documents submitted pursuant to Article II shall be sent to the following representatives of the parties at the following addresses:

To Developer: Haywood Mall, Inc.
300 Interstate North
Atlanta, Georgia 30339

and

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

To Penney: J. C. Penney Company, Inc.
715 Peachtree Street, N.E.
Atlanta, Georgia 30308

Attn: Manager Construction Services
Department

Section 2.09. Contract for Grading Work. Promptly following the approval by Penney and each of the other Department Stores of the Final Drawings for all portions of the Grading Work other than grubbing and stripping, the Developer shall deliver to Penney and to each of the other Department Stores a copy of an executed contract between the Developer and the party which shall perform the Grading Work. The grading contract shall be with a reputable grading contractor. The Developer shall deliver to Penney the building pad located on the Penney Site on a date which is not earlier than December 1, 1978 or later than December 20, 1978. The Developer shall cause the Project Engineer to periodically inspect the performance of the Grading Work. The cost of the Grading Work shall be borne by and paid for by the Developer and Penney in the manner set forth in the General Expense Agreement between said parties.