

Developer Site shall be limited to the grounds that the Final Drawings (i) deviate materially or are materially inconsistent with that portion of the Belk Drawings which reflect the Belk court or (ii) are materially inconsistent with the Plot Plan.

Section 2.04. Drawings of Belk. Within sixty (60) days following the date of this Agreement, Belk shall submit to the Project Architect for its review, the Belk Drawings consistent with the Plot Plan, the Operating Agreement and this Agreement. After the submission by Belk of the Belk Drawings, the Project Architect shall promptly notify Belk of any objection or proposed change thereto. Belk shall then cause its architect to meet with the Project Architect and they shall use their best efforts to resolve any such objection or proposed change thereto consistent with the Plot Plan, the Operating Agreement, this Agreement and good construction standards and practices. The failure of the Project Architect to notify Belk of any objection to the Belk Drawings, as originally submitted or subsequently resubmitted, within thirty (30) days after the date of such submission or resubmission, shall constitute approval by the Project Architect of the Belk Drawings.

Section 2.05. Design Plan. As those portions of the Final Drawings for each Phase of Development to be performed by the Developer which directly affect the Belk Site are approved by Belk and the Final Drawings for each Phase of Development to be performed by the Developer are approved by the other Department Stores, and the Belk Drawings and the drawings for each of the other Department Stores with respect to the construction to be performed by each of the other Department Stores has been reviewed and approved by the Project Architect, the same shall be deemed to be incorporated