

01/13/2007

in and constitute a part of the Design Plan. The Design Plan shall constitute a part of this Agreement and, notwithstanding the provisions of Section 2.07 hereof, no material changes shall be made to the Design Plan nor shall there be any deviation therefrom in the construction of the Facilities unless such change or deviation is approved, in writing, by the Developer, Belk and each of the other Department Stores. The approval of the Design Plan by Belk and the other Department Stores shall not constitute a waiver or estoppel with respect to any claim or cause of action brought by the Developer, Belk (with respect to only those portions of the Final Drawings for each Phase of Development contemplated under Section 2.03 over which Belk has been given the right of approval) and the other Department Stores, or any of them, which has not previously approved the Design Plan, or any phase or portion thereof.

Section 2.06. Changes to Design Plan. In the event any change in the Design Plan involves a change in architectural design or is a change required to be approved pursuant to Section 2.05 hereof, copies of such change shall be forwarded to the Developer, Belk and the other Department Stores at least twenty (20) days prior to the date such change is to be implemented. The failure of the Developer, Belk and the other Department Stores, or any of them, to notify the party submitting the change of any objection thereto within fifteen (15) days after the date of receipt of a copy of such change, shall constitute approval by the party failing to give such notice of objection.

Section 2.07. Standard of Reasonableness; Approval and Submission of Documents. The Developer and Belk shall not unreasonably withhold or delay any consent or approval required under Sections 2.03, 2.04 and 2.06 hereof. The