

shall be limited to the grounds that the Final Drawings (i) deviate materially from the Preliminary Drawings or (ii) are materially inconsistent with the Plot Plan.

Section 2.05. Drawings of Penney. Within sixty (60) days following the date of final approval by Penney of the Preliminary Drawings for every Phase of Development, Penney shall submit to the Project Architect for its review, the Penney Drawings consistent with the Plot Plan, the Operating Agreement and this Agreement. After the submission by Penney of the Penney Drawings, the Project Architect shall promptly notify Penney of any objection or proposed change thereto. Penney 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 Penney of any objection to the Penney 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 Penney Drawings.

Section 2.06. Design Plan. As the Preliminary Drawings and Final Drawings for each Phase of Development to be performed by the Developer are approved by Penney and the other Department Stores, and the Penney 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 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 2.08 hereof, no material changes shall be made to the Design Plan nor shall there be any deviation therefrom in the construction of the