

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 Facilities unless such change or deviation is approved in writing, by the Developer, Federated and each of the other Department Stores. The approval of the Design Plan by Federated and the other Department Stores pursuant to the provisions of this Article II shall not constitute a waiver or estoppel with respect to any claim or cause of action brought by the Developer, Federated and the other Department Stores, or any of them, which has not previously approved the Design Plan, or any phase or portion thereof.

Section 2.07. Changes to Design Plan. Any change in the Design Plan shall be implemented by a change order. In the event any such change involves a change in architectural design or is a change required to be approved pursuant to Section 2.06 hereof, copies of such change order shall be delivered to the Developer, Federated and the other Department Stores at least twenty (20) days prior to the date such change is to be implemented. After the submission of such change order to the Developer, Federated and the other Department Stores, each shall promptly, within said twenty (20) day period, notify the party originating such change order of any objection thereto. The party originating such change order shall then cause its architect to meet with the Project Architect and the architects representing the Developer, Federated and the other Department Stores, as the case may be, and they shall use their best efforts to resolve any such objection consistent with the Plot Plan, this Agreement and the Operating Agreement and good construction standards and practices. The failure of the Developer, Federated and the other Department Stores, or any of them, to notify the party submitting the change order of any objection thereto