

drawings for each of the other Department Stores with respect to the construction to be performed by each of the other Department Stores have 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 Facilities unless such change or deviation is approved in writing, by the Developer, Sears and each of the other Department Stores. The approval of the Design Plan by Sears 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, Sears 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 forwarded to the Developer, Sears 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, Sears and the other Department Stores, or any of them, to notify the party submitting the change order of any objection thereto within fifteen (15) days after the date of receipt of a copy of such change order, shall constitute approval by the party failing to give such notice of objection.

Section 2.08. Standard of Reasonableness. The Developer and Sears shall not unreasonably withhold or delay any consent or approval required under Sections 2.03, 2.04, 2.05 and 2.07 hereof.