

Penney, Federated and Sears have executed the Operating Agreement. The terms, definitions and provisions of the Operating Agreement are hereby expressly incorporated herein and by this reference made a part hereof. In the event of any conflict between the provisions hereof and the provisions of the Operating Agreement, the provisions of the Operating Agreement shall control.

Section 1.04. Defined Terms. Unless otherwise defined herein or unless the context of the use of the term otherwise requires, any term used herein, the initial letters of which are capitalized, shall have the same meaning attributed thereto as in the Operating Agreement.

## ARTICLE II

### DEVELOPMENT PHASE

Section 2.01. Fees of the Project Architect. The fees of the Project Architect which relate to its services performed with respect to the On-Site Improvements and the Off-Site Improvements shall be borne by the Developer and Sears in the manner set forth in the General Expense Agreement between said parties.

Section 2.02. Fees of the Project Engineer. The fees of the Project Engineer which relate to its services performed with respect to the On-Site Improvements and the Off-Site Improvements shall be borne by the Developer and Sears in the manner set forth in the General Expense Agreement between said parties.

Section 2.03. Preliminary Drawings and Specifications of Developer. The Developer shall cause the Project Architect and the Project Engineer, or either of them, to promptly submit to Sears, for its approval, the Preliminary Drawings for each and every Phase of Development. The Preliminary Drawings shall be consistent with the Plot Plan, the Operating Agreement, this Agreement and approximately show, among other things, (i) the location of all buildings