

any such objections or proposed changes and resubmit such Final Drawings to Sears. The right of Sears to object under this Section 2.04 shall be limited to the grounds that the Final Drawings for any Phase of Development (i) deviate materially from the Preliminary Drawings or (ii) are materially inconsistent with the Plot Plan. Failure of Sears to notify the Developer of any objection to the Final Drawings required to be submitted under this Section 2.04, as originally submitted or as subsequently resubmitted, within fifteen (15) days of the date such submission or resubmission, shall constitute approval by Sears of the Final Drawings for such Phase of Development.

Section 2.05. Drawings of Sears. Within sixty (60) days following the date of final approval by Sears of the Preliminary Drawings for every Phase of Development, Sears shall submit to the Project Architect, the Sears Drawings consistent with the Plot Plan, the Operating Agreement and this Agreement. After the submission by Sears of the Sears Drawings, the Project Architect shall promptly notify Sears of any inconsistencies with respect thereto. Sears shall then cause its architect to meet with the Project Architect and they shall use their best efforts to resolve the inconsistencies in the Sears Drawings in order to conform with the Plot Plan, the Operating Agreement, this Agreement and good construction standards and practices. The failure of the Project Architect to notify Sears of any inconsistencies to the Sears Drawings, as originally submitted or subsequently resubmitted, within fifteen (15) days after the date of such submission or resubmission, shall constitute the approval by the Project Architect of the Sears 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 Sears and the other Department Stores and the Sears Drawings and the