agrees to participate in said promotional service or become
a member of the merchants' association whichever service is
provided by the Developer and participate in or remain a
member thereof for at least one (1) year and thereafter
Sears shall participate in said service or remain a dues
paying member for so long as the store manager of the Sears
Building, in his discretion, shall deem the service provided
by the Developer pursuant to this Section 8.01 to be worth-
while and viable for Sears. Sears shall make an annual
contribution for said promotional service or to the mer-
chants' association in the manner set forth in the General
Expense Agreement between the parties hereto. All sums
received by the Developer from Sears pursuant to said General
Expense Agreement shall be used solely for the purpose of
advertising and promoting the Shopping Center.

Section 8.02. By-Laws of the Merchants' Association.
In the event a merchants' association is formed by the
Developer, the by-laws thereof shall (i) provide that each
member shall be entitled, at any time, to one (1) vote plus
an additional number of votes equal to one (1) vote for each
full one thousand dollar ($1,000) contribution made by each
member and (ii) contain no provision which would require, or
empower the merchants' association to regulate the manner or
hours of operation of the business of Sears, the other
Department Stores or the Developer Facilities. The Developer
agrees that provided Sears is a dues paying member of the
merchants' association, Sears shall have the right, together
with the other Department Stores and any other member of the
merchants' association and in proportion to the number of
votes held by Sears pursuant to the provisions hereof, to
approve the by-laws of the merchants' association which
approval shall not be unreasonably withheld or delayed.

Section 8.03. Regulations of the Promotional Service.
In the event a promotional service is established by the
Developer, the Developer shall organize an advisory committee