

for the purpose of assisting the Developer in planning the programs of promotion and advertising of the Shopping Center. The advisory committee shall consist of not less than seven (7) members, one of whom Sears shall have the right but not the obligation to select and one of whom shall be selected by the Developer and shall meet from time to time as reasonably determined by the Developer. Nothing herein shall be construed to give the advisory committee authority to determine, discuss, or in any way control the pricing practices, types or brands of merchandise, lines of business, manner or method of individual store advertising, identity of replacement tenants in the Mall or any other similar competitive control of the business practices of the tenants in the Mall or other occupants of the Shopping Center. Sears shall be entitled to maintain its membership on said advisory committee only during such period or periods with respect to which Sears shall make the financial contributions to the operation of said promotion service as set forth in the General Expense Agreement between the Developer and Sears.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Binding Effect. Except as otherwise expressly provided herein, all of the covenants, agreements, conditions and restrictions set forth in this Agreement are intended to be and shall be binding upon and inure to the benefit of and enforceable by the parties hereto, their successors and assigns, and all subsequent owners (whether of fee title, leasehold or both) of their respective Sites or any parts thereof during the term of this Agreement.

Section 9.02. Termination of Agreement. In the event this Agreement is terminated, the parties shall execute and exchange an instrument in recordable form evidencing such termination and Sears may exclude the Sears Site from the operation and effect of the Operating Agreement.