

free and uninterrupted flow of vehicular traffic between said parking area and driveways to the Hess Property described in Exhibit "A" hereto and that no obstacle, fence, building, wall, sign, tree, barrier or obstruction of any kind or nature whatsoever shall be built, constructed, maintained, planted, erected or permitted to exist or remain on Developers Property, except as may be necessary for proper circulation of traffic, which impairs or obstructs:

(a) The visibility of the Hess Property by vehicular traffic using adjoining public roads including the shopping center parking areas and/or driveways on Developers Property, or,

(b) The free flow of vehicular traffic in and out of the Developers Property, including the access of such traffic to the Hess Property.

The right of ingress and egress herein granted and other covenants and agreements made by Developers herein shall inure to the benefit of the successors and assigns of Hess and shall be binding upon the successors and assigns of Developers and shall run with Developers Property.

IN WITNESS WHEREOF, the Developers and Hess, have hereunto set their hand and seal the day and year first above written.

WITNESS:  
[Signature]  
[Signature]

SHOPPING CENTERS DEVELOPERS, INC.  
By [Signature]  
ATTEST [Signature]

WITNESS:  
[Signature]  
[Signature]

REALTY  
HESS/~~XXXXXXXXXXXX~~ CORPORATION  
By [Signature]  
NATHAN K. TRYNIN, VICE PRESIDENT  
ATTEST [Signature]  
Howard Mahany, Jr., Assistant Secretary

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