

ingress to and egress from said permanent project sign along a strip of land twenty-five (25) feet in width measured from the southwesternmost boundary line of the Property, or at such other location on the Property as Liberty may reasonably designate which shall adequately afford to Roper Center the right of ingress to and egress from said permanent project sign for the purposes herein granted; PROVIDED, HOWEVER, that in no event shall Roper Center be entitled to replace the permanent project sign presently located on the Property with a sign greater in size or lesser in quality than said present sign; and PROVIDED FURTHER, HOWEVER, that Liberty shall not erect or allow to be erected on the Property any other sign which shall exceed a height of twenty-five (25) feet measured from the finished grade level of the Property.

2. The first right of refusal to purchase the Property in accordance with the pertinent terms and provisions of that certain Option and Agreement for Purchase and Sale of Realty, as amended by Amendment dated July 14, 1980 between Liberty and Roper Center which are incorporated herein by reference to the same extent as if fully set forth. The first right of refusal herein granted shall exist and extend for a period or term of two (2) years from the date hereof and thereafter shall be void and of no further force and effect.

3. The rights herein granted shall be for the benefit of Roper Center Associates, its successors and assigns and shall be binding upon Liberty Life Insurance Company, its successors and assigns.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed and delivered by its duly authorized officer this the 21st day of October, 1980.

IN THE PRESENCE OF:

Mark H. Stewart
A. Marvin Quattlan

LIBERTY LIFE INSURANCE COMPANY

By:

Robert H. ...
 Vice President
Mathy S. Williams
 Asst Secretary

08780

4328 RV-2