

plant and the right to have heat and cool air in the buildings shall be a covenant running with the land and under no conditions can either party deprive the other party of such rights.

IT IS FURTHER AGREED AND UNDERSTOOD that even though this heating and air conditioning plant is located mainly on the property of the Party of the First Part, nevertheless, the said Party of the Second Part owns a one-half (1/2) undivided interest in the said heating and air conditioning plant and under no conditions can the right of joint use of same be denied the Party of the Second Part. In the event it becomes necessary for foreclosure proceedings to be instituted against either party, the same cannot bar the right of either party to the use of the heating and air conditioning system and the said building shall continue to be furnished with heating and air conditioning despite any and all eventualities.

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used  
F.M.C. J*

IT IS FURTHER AGREED AND UNDERSTOOD that in the event either of the parties to this agreement ever decides to lease or to sell his respective lot and building, the other party shall have first choice on the purchase of this building and lot. In the event that the parties then cannot agree on the purchase, the party selling shall have the right to put the building up for sale to the general public.

IT IS FURTHER AGREED AND UNDERSTOOD that in the event that either party decides to lease his building, the other party shall have the right to first choice on the lease. In the event that said parties cannot agree on the lease, then the party desiring to lease the building can lease same to the general public. To the faithful performance of this condition, the parties bind themselves, their heirs, administrators and assigns forever.