

3.

It is further agreed and understood by the parties hereto for themselves and their respective successors and assigns that this instrument shall be perpetual and that the covenants herein contained shall run with both parcels of land above described as an easement for party wall purposes, but it shall not have the effect to convey to either party the fee to any part of the land owned or to be acquired by the other party, the creation of the right to a perpetual party wall being the sole purpose hereof.

Canal is to construct at the sole expense of Canal a second story addition to its existing building adjacent to the Auditorium Annex Building. So much of the party wall as involves the existing Canal Building will be made higher for such second story addition for Canal. It is agreed by the Auditorium that certain existing windows and exhaust fan openings located on the eastern side of the Auditorium Annex Building are to be bricked up as part of such construction and such exhaust fan openings and the sprinkler alarm and drain, also located on the eastern side of the Auditorium Annex Building, are to be relocated at the sole expense of Canal and in a workmanlike manner to the satisfaction of the Board of Trustees of the Auditorium. It is understood and agreed that the relocated vents and the vents used in the areas where the windows have been bricked up shall be in conformity with existing building and health codes. It is further agreed approximately 2 feet of masonry is to be added to the top of the existing eastern 12 inch wall of the Auditorium Annex Building at Canal's expense to provide for a watertight flashing condition for the second story addition.

This Agreement shall be binding on the successors and assigns of the respective parties.

(CONTINUED ON NEXT PAGE)