

engineer shall take into consideration, if possible, the use of the present heating and air conditioning system. In no event, however, shall either building be without heating or air conditioning during any period of time.

In the event that the parties cannot work together agreeably and amicably as set forth, and even after the six (6) months' notice if an agreement cannot be reached, then the parties hereto mutually agree that the right to use the heating and air conditioning system shall inure to the benefit of both parties irrespective of whether the heating system, or the air conditioning system, or both are on the property of either or both parties and that in no event can either party deprive the other party of the use of this heating and/or air conditioning system. It is hereby agreed that each building will be supplied with the proper heating and the proper air conditioning and that the right to the use of such heating and air conditioning 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 parts of the heating and parts of the air conditioning plant are located on each others property, nevertheless, each party owns a one-half undivided interest in the said heating and air conditioning plant and under no conditions can the right of joint use of same be denied either party. 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