

(5) To furnish to the Grantor herein, for use in its industrial plants and buildings, such quantities of water as it may need, at rates not more than the industrial rates specified in Exhibit A, which is attached hereto, said industrial rates to be increased only after first having secured the written consent of the Grantor, its successors or assigns.

The covenants of the Grantee hereinabove set forth shall be binding upon the Grantee, its successors or assigns, for a period of thirty (30) years from the date hereof, but if such covenants, in whole or in part, should be held or determined to be beyond the authority of the Grantee, they shall be held void only to the extent that they are in excess of the authority of the Grantee now to undertake and contract, or of any other authority which may in the meanwhile have been conferred upon the Grantee to undertake and contract, it being the intent of this instrument that the Grantee should bind itself for a period of thirty (30) years from the date of this instrument to the performance of the covenants aforesaid to the extent that it is authorized and permitted so to do by law, or to the extent that it, by any subsequent statute or law, may be authorized to do, and it is the intent of the parties hereto that if the covenants aforesaid should be held by any court to be in excess of the authority of the Grantee to contract and bind itself, that the Grantee should, nevertheless, be bound to the lesser limit and extent as may by such court be held to be permissible at the time of execution of this instrument, and as such authority may be enlarged by any subsequent statute, regulation or decision; provided, that in case the Grantee be delayed in or be prevented from performing or carrying out the agreements, covenants, and