

together with the right to use the same, in common with the use thereof by the Lessee, for providing water and sewerage service and drainage for the property of the Lessor adjoining the leased premises.

THIRD: TO HAVE AND TO HOLD the said leased premises, subject to the exceptions and reservations above set forth, unto the Lessee for the term of five years commencing as of the 1st day of May, 1951, and thereafter this lease shall continue in effect until terminated by either party in the manner herein provided; either party shall have the right to terminate this lease at the end of the original term of five years or as of the last day of any calendar month thereafter by giving at least twelve months' previous notice in writing to the other party.

FOURTH: The Lessee will pay to the Lessor at its offices in Charlotte, N. C. a monthly rental of Fifty (\$50.00) Dollars, the first month's rental to be paid on the date of this lease and the monthly rental thereafter to be due and payable in advance on the 1st day of each month during the term of this lease, commencing on the 1st day of June, 1951.

FIFTH: By deed bearing even date herewith, the Lessor has conveyed to the Lessee the gas holders and mains and certain other buildings, structures, improvements and property located upon the leased premises as will more fully appear by reference to said deed (hereinafter referred to as the "gas properties"). It is understood and agreed that said gas properties shall remain the property of the Lessee and the Lessee shall have the right, at its own cost and expense, to maintain said gas properties on the leased premises during the continuance of this lease and to remove all or any part of said gas properties from the leased premises at any time prior to the expiration of the lease.

SIXTH: The Lessee shall pay all taxes and assessments upon the said gas properties and upon all other property of the Lessee located on the leased premises when such taxes and assessments are due and before they become delinquent and if the Lessee shall fail so to pay such taxes and assess-