

latter's use and occupancy, and the first of the month following such delivery, shall be adjusted on a per diem basis, and thereafter all future installments of rent shall be due and payable on the first day of each and every month as hereinbefore provided.

6. Said demised premises shall be used by the Lessee for the sale, storage and distribution of ice cream, ices and other dairy foods and products, both frozen and unfrozen, and all similar or allied commodities, or for any other lawful business of the Lessee.

7. Lessee covenants to pay for all water, gas and electricity used by it in said demised premises.

8. Lessee shall have the right to move or remove partitions and to alter the interior of said demised premises in any manner it may desire, and to install a hardening room therein, properly insulated, for the purpose of keeping and maintaining Lessee's products at low temperatures, and to install such refrigerating and other equipment as may be necessary or desirable to enable Lessee efficiently to conduct its business in the demised premises. Upon the expiration of the original or any extended term, Lessee will surrender the demised premises to Lessor in substantially the same condition as when the same were received, ordinary wear and tear and damage by fire, water or the elements excepted.

9. Lessee shall have the right, upon the expiration of this lease or any extended term thereof, to remove all of its equipment, machinery, furniture and trade fixtures from said demised premises irrespective of whether or not said property is permanently fastened to said demised premises, but in so doing Lessee shall repair and replace any damage caused or occasioned by such removal. The Lessee shall likewise have the right to remove all trademarks and trade insignia from the demised premises at the expiration of the term hereby created, and to paint over any color design or color