

complete statement of the total cost of reconstructing said facilities and ten percent of said total cost shall be the basis for the annual rental for the above mentioned period of ten years, beginning and ending as above set forth.

- (b) The payment of the rental shall be divided into equal semi-annual payments, one half of said rental being payable by the Lessee to the Lessor on July 15 in each year and the remaining half of such rental to be payable on October 15 of each year during the term of this lease.
- (c) In addition to the annual rental as above set forth, the lighting facilities which are now the property of the Lessee shall be amortized in favor of the Lessor over the said ten year period as follows: At the end of the calendar year 1949 the Lessor shall own a one tenth interest in the lighting system which has been installed and maintained by the Lessee and each year thereafter during the term of this lease, the Lessor, as part of the rental for the premises, shall acquire an additional one tenth interest in said lighting system. In the event the premises shall be destroyed or this lease terminated during any calendar year, the interest of the Lessor in said lighting system for such year shall be pro-rated on the basis of \$1,000.00 per year. If the Lessee should default in payment of rental due as set forth above, or if the Lessee should abandon this lease, then the lighting system shall automatically become the property of the Lessor. It is further agreed that if this lease should be terminated prior to the expiration of the ten year period by reason of the destruction of the premises or other cause beyond the control of either party hereto which would prevent the further use of the premises for baseball purposes, then in such event, the Lessee shall make to the Lessor a buy or sell proposition with reference to the interest of the Lessor in said lighting system and the Lessor shall be bound to buy or sell, based on said offer. Such offer shall be made by the Lessee within sixty days after destruction of the premises and the Lessor shall buy or sell to the Lessee within thirty days after receiving said offer.

2. It is further agreed between the parties hereto that during the term of this lease, if Lessee desires to install any improvements of a nature that could be removed without damage to the grandstand or real properties, then if such installation is made with the knowledge and approval of the Park and Cemetery Committee of the City Council and the arrangement is reduced to writing, then such improvements may be removed by the Lessee at the termination of the lease in keeping with said supplemental arrangement between the Lessee and said committee of the Lessor.