

organization be permitted to use the leased premises, the Lessee agrees to permit such use provided it does not interfere with baseball games of the Lessee and such person, firm, corporation or organization pays to the Lessee the customary charges made by Lessee for such use and provided that such use would not, in the opinion of the Lessee, cause damage to the premises and interfere with the use of the premises for baseball games by the Lessee.

7. All office furniture, fixtures, office equipment and baseball equipment now located on the leased premises or which may hereafter be placed on the leased premises by the Lessee shall at all times be the sole property of the Lessee.

8. It is further agreed that if the Lessee becomes insolvent, goes into or is put into the hands of a receiver or becomes a voluntary bankrupt or is put into bankruptcy, this lease shall not, in such or either event, become an asset of the Lessee but may be cancelled at the option of the Lessor.

9. It is further agreed that the Lessor shall carry such fire and extended coverage insurance on the park facilities including the grandstands and fences as may be determined by the Finance Committee of the Lessor. The Lessee may carry such fire and extended coverage insurance on its office furniture, fixtures, office equipment and baseball equipment as may be determined by its Board of Directors. In the event the buildings or improvements on said property are so injured or destroyed as to render said premises unfit for the conduct of baseball games then, and thereupon, this lease may be cancelled at the option of either party hereto. Provided however, should the playing field or the fence be damaged by flood, Act of God, or some other cause beyond the control of the Lessee, then the Lessor agrees to restore at its expense, such damages as soon as reasonably possible.

10. It is distinctly understood and agreed that the Lessor herein shall at no time or in any way be responsible to the