

which shall defeat such subrogation or, in the alternative, the Lessee may reimburse itself with interest from rents then or thereafter due.

18. BOARDS OF APPRAISERS AND ARBITRATORS: Subject to the rights reserved in this Paragraph 18 to resort to legal proceedings, the parties hereto covenant and agree that a Board of Appraisers and Arbitrators shall be constituted from time to time when needed to decide all questions of compliance, interpretation or values and any and all other questions (some of which are specifically provided for herein) arising under this lease or during the term hereof in regard to which the parties hereto may not agree, including disputes arising from situations or conditions not contemplated by any of the provisions of this lease.

Said Board of Appraisers and Arbitrators, when fully constituted, shall consist of three (3) disinterested persons, one to be chosen by the Lessor and one by the Lessee within a period of fifteen (15) days after written notice of a demand for the convening of said Board has been received by one party from the other; provided, however, that the Lessee may, if it so desires, give to any mortgagee or trustee of its leasehold interest hereunder the right to act in its stead in choosing a member of said Board. If the two (2) persons so chosen shall fail to agree upon the matter in dispute, as hereinafter provided, they shall within twenty (20) days after the expiration of said fifteen (15) day period select the third member of said Board. If either of the parties

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