

the event the parties cannot agree upon the reasonable rental to be paid for the unappropriated portion of the demised premises, three (3) arbitrators shall be chosen as hereinafter provided, and the three arbitrators so chosen shall declare what they compute to be the reasonable rental for such unappropriated portion, and both parties agree that such amount shall be the rental paid by Lessee to Lessors for the balance of the term. One such arbitrator shall be chosen by Lessors, one by the Lessee, and the third shall be selected by the two arbitrators so chosen. The decision of the three arbitrators, or a majority of them, shall be final and binding on the parties hereto. One-half of the cost of such arbitrating shall be borne and paid for by each party hereto.

Section 21. DISCLAIMER: It is recognized by Lessors and Lessee that the additional space leased to Lessee was formerly occupied by another tenant who operated a restaurant business in such space. Lessee is not a successor to such former tenant and shall have no derivative responsibility for obligations incurred by said former tenant.

Section 22. ARBITRATION: Any claim or dispute concerning questions of fact or law arising out of or relating to this Lease, its performance or alleged breach, which is not disposed of by agreement of the parties, shall be decided by arbitration pursuant to Chapter 7.04, Revised Code of Washington. In the disposition of any such dispute, the arbitrator shall be guided by the laws of the State of Washington. The decision of the arbitrator shall be final and conclusive on the parties, unless determined by a Court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Judgment on any award rendered by the arbitrator may be entered in any Court of competent jurisdiction.