

attached hereto and marked Exhibit B, and incorporated herein by reference.

(e) During the course of the construction of the improvements and the completion of the demised premises, the Lessee shall maintain a complete and accurate accounting of all sums to be included in the rent determination base. Upon the completion of the demised premises, the Lessee shall submit to the Lessor a complete summary of the amount of the rent determination base and Lessor shall have ten (10) days with which to check and verify all figures included in the rent determination base. For this purpose the Lessor shall have the right to examine the books and records of the Lessee. The agreement of the Lessor to the amount of the rent determination base (said amount in no event to exceed the maximum ceilings hereinabove set forth) shall be given in writing within ten (10) days after receipt from the Lessee of such summary, or Lessor shall, within such time, point out to the Lessee any amounts which the Lessor questions as being accurate or as being includable in the rent determination base. If the Lessor shall question the accuracy of any such figure or its inclusion in the rent determination base, the Lessee and the Lessor shall attempt, in good faith, to resolve such question. If they are unable to resolve such differences within seven (7) days from the date of written notice from the Lessor specifying the nature of the Lessor's questions concerning the figures, the Lessor shall select one individual, the Lessee shall select a second individual, and such two individuals shall together agree upon and select a third individual. Such three individuals so selected shall constitute a board of arbitration to resolve the differences of the Lessor and the Lessee and to determine the rent determination base. In making such determination, such arbitrators may seek the assistance, advice and counsel of a firm of independent

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