

landlord, or tenant may at its option if less than the whole of the demised premises be so taken elect to continue in possession of the part thereof not so taken, and in such case this lease as to such part not so taken shall continue in full force and effect, except that the rent payable hereunder shall be reduced proportionately.

Anything herein to the contrary notwithstanding, tenant shall have the right to contest by appropriate legal proceedings to the highest Appellate Court having jurisdiction the question of law and/or fact as to whether or not tenant has lived up to the terms, conditions and covenants of this lease, and in the event of a final decision of such question adverse to the tenant, the tenant shall have sixty (60) days from the date of entry of such final decision to comply with the terms, covenants and conditions of this lease, and the remedies of the landlord herein set forth, or permitted to the landlord by law, shall be stayed until sixty (60) days after the entry of such final decision; and in the event that tenant within said sixty (60) days shall have made good such default and complied with the terms, covenants and conditions of this lease as found or determined by such decision, such decision and/or judgment shall be deemed to be fully satisfied and shall be vacated and satisfied of record by landlord, and this lease shall continue in full force and effect as if such default had never existed; provided, however, tenant hereby agrees to indemnify landlord against all damages, including penalties, fines and reasonable attorneys' fees that may arise therefrom in the event that such decision is adverse to the tenant.