

not be required to join in such contest or permit the same to be brought or continued in its name or to take any action in connection therewith if such contest or action would in Lessor's opinion be prejudicial to its best interests, either as owner of the Leased Property or otherwise, and (c) Lessor shall have first approved in writing the attorney or attorneys representing Lessee in such contest.

52. Occupant Agent for Service. Lessee hereby irrevocably constitutes and appoints such corporation, association, partnership, individual or other entity as from time to time shall be in actual possession of the Leased Property as the agent and attorney-in-fact of Lessee to accept service of process in any action, suit or proceeding by Lessor relating to this Lease or the Leased Property, and hereby irrevocably submits, for the purposes of any such action, suit or proceeding, to the jurisdiction of the courts of all jurisdictions in which the Leased Property is situated, provided that a copy of any process so served shall be mailed to Lessee as provided in section 53.

53. Notices, etc. All notices, demands, requests and other instruments under this Lease shall be in writing, and shall be considered properly given if sent by United States certified mail, postage prepaid, (a) if to Lessee, addressed to Lessee at the Leased Property, or at such other address as Lessee from time to time may have designated by written notice to Lessor, and (b) if to Lessor, addressed to Lessor at 200 Berkeley Street, Boston 17, Massachusetts, Attention: City Mortgage Department, or at such other address as Lessor from time to time may have designated by written notice to Lessee.

54. Limitation of Liability. Notwithstanding any other provisions of this Lease to the contrary, Walter J. Kassuba, the named Lessee herein, shall not be personally liable for the payment of the Basic Rent, the Percentage Rent, the additional rent, or any other sum payable by Lessee to Lessor hereunder, nor shall he be personally liable for the performance or non-performance of any other obligation, covenant or undertaking of Lessee hereunder.

55. Definitions. As used herein the following terms have the following respective meanings:

Basic Cost to Lessor: \$ 1,300,000.00.

Basic Rent: as defined in section 2.

Default: any failure on the part of Lessee to perform or comply with any of the provisions of this Lease, whether or not constituting an Event of Default.

Event of Default: as defined in section 38.

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