

33. *No Waiver, etc., by Lessor or Assignee.* No failure by Lessor or any Assignee to insist upon the strict performance of any term hereof or to exercise any right, power or remedy consequent upon a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach or of any such term. No waiver of any breach shall affect or alter this Lease, which shall continue in full force and effect with respect to any other then existing or subsequent breach.

34. *Remedies, etc., Cumulative.* Each right, power and remedy of Lessor and any Assignee provided for in this Lease shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Lessor or any Assignee of any one or more of the rights, powers or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Lessor or any Assignee of any or all such other rights, powers or remedies.

35. *Lessee's Obligations Not Affected by Lessor's Reorganization, etc.* Lessee's obligations and liabilities hereunder shall not be discharged or affected by any reorganization, composition, readjustment, liquidation or other proceeding affecting Lessor or any change, extension, waiver, indulgence or other action or omission in respect of any indebtedness or obligation of Lessor (unsecured or secured by assignment of rents payable hereunder or otherwise), whether or not Lessee shall have had any notice or knowledge thereof.

36. *Acceptance of Surrender.* No surrender to Lessor of this Lease or of the Leased Property or any part thereof or of any interest therein shall be valid or effective unless agreed to and accepted in writing by Lessor and any Assignee, and no act by any representative or agent of Lessor or any Assignee, and no act by Lessor or any Assignee, other than such a written agreement and acceptance by Lessor and any Assignee, shall constitute an acceptance of any such surrender. Any surrender not agreed to and accepted by any Assignee shall be utterly void and of no effect.