

and remedies shall not preclude the simultaneous or subsequent exercise by Lessor of any or all of such other rights, powers and remedies.

ARTICLE XXXIV

34. Acceptance of Surrender. No surrender to Lessor of this Lease or of the Leased Properties or any of them or any part thereof or of any interest therein shall be valid or effective unless agreed to and accepted in writing by Lessor and no act by Lessor or any representative or agent of Lessor, other than such a written acceptance by Lessor, shall constitute an acceptance of any such surrender.

ARTICLE XXXV

35. No Merger of Title. There shall be no merger of this Lease or of the leasehold estate created hereby with the fee estate in any of the Leased Properties by reason of the fact that the same person, firm, corporation or other entity may acquire, own or hold, directly or indirectly, (a) this Lease or the leasehold estate created hereby or any interest in this Lease or such leasehold estate and (b) the fee estate in any of the Leased Properties or any interest therein.

ARTICLE XXXVI

36. Conveyance by Lessor. If Lessor or any successor owner of the Leased Properties shall transfer any of the Leased Properties, Lessor or such successor owner, as the case may be, shall thereupon be released from all future liabilities and obligations of Lessor under this Lease as to such Leased Properties and all such future liabilities and obligations shall thereupon be binding upon the new owner.

ARTICLE XXXVII

37. Quiet Enjoyment. So long as Lessee shall pay the Basic Rent, Additional Rent and other sums payable under

(CONTINUED ON NEXT PAGE)