

Carolina or any political subdivision of either, or any failure of the County to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Lease. Nothing contained in this Section shall be construed to release the County from the performance of any of the agreements on its part herein contained; and in the event the County should fail to perform any such agreement on its part, the Lessee may institute such action against the County as the Lessee may deem necessary to compel performance, so long as such action does not abrogate the Lessee's obligations contained in the first sentence of this Section. The Lessee may, however, at its own cost and expense and in its own name or in the name of the County, prosecute or defend any action or proceeding or take any other action involving third persons which the Lessee deems reasonably necessary to secure or protect its right of possession, occupancy and use hereunder, and in such event the County agrees to cooperate fully with the Lessee and to take all action necessary to effect the substitution of the Lessee for the County in any such action or proceeding if the Lessee shall so request.

SECTION 5.6 Place of Rental Payments. The payments provided for in Section 5.3 hereof shall be paid directly to the Mortgagee for the account of the County.

SECTION 5.7 Payments Not to Abate Rent. The payments required by Section 5.4 hereof are in addition to all other payments required under this Lease, and no payment made pursuant to Section 5.4 shall abate any other payment required under this Lease, including, without limitation, any rental payment required under Section 5.3 hereof.

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