

(b) If any such action or claim shall be brought or asserted against, or any additional cost or expense charged to or assessed against, any Indemnified Party, such Indemnified Party shall promptly notify the Authority in writing, and Authority shall assume the defense thereof, including the employment of counsel, which shall be reasonably satisfactory to the Indemnified Party, and the payment of all costs, fees, and expenses thereof. Failure to give any such notice shall not affect the right of any Indemnified Party to receive the indemnification provided herein; unless such failure resulted from the gross negligence or willful misconduct of such Indemnified Party, such failure could not be effectively remedied or the interests of the Authority were materially and adversely affected as a direct result of such failure. Any Indemnified Party shall, in its sole discretion, have the right to employ separate counsel (who may be selected by such Indemnified Party in its sole discretion) in any such action and to participate in the defense thereof, and the fees and expenses of such counsel shall be paid by such Indemnified Party, except that Authority shall be required to pay such fees and expenses if (i) Authority agrees to pay such fees and expenses, (ii) Authority shall fail to assume the defense of such action or proceeding or shall fail to employ counsel reasonably satisfactory to the Indemnified Party in any such action or proceeding, (iii) the Authority is the plaintiff in any such action or proceeding or (iv) the named or potential parties to any such action or proceeding (including any potentially impleaded parties) include both the Indemnified Party and Authority, and the Indemnified Party shall have been advised by counsel that there may be one or more legal defenses available to it which are different from or additional to those available to Authority.

(c) Notwithstanding the foregoing provisions of this Section 5.12, the Authority shall not be obligated to indemnify any Indemnified Party for any liability determined by a court of competent jurisdiction to have resulted solely from the fraudulent misrepresentation, gross negligence, bad faith and/or willful misconduct of such Indemnified Party, or for any claim that the Authority is prohibited by law from providing indemnification to such party.

(d) The provisions of this Section 5.12 shall survive the termination of this Contract.

Section 5.13. Continuing Disclosure Certificate.

The County hereby covenants for the benefit of the owners of the Series 2026 Bonds and the underwriter of the Series 2026 Bonds to comply with their obligations under the Continuing Disclosure Certificate, dated as of June 9, 2026. A breach of this covenant shall not be deemed to be an event of default hereunder, and the sole remedy under this Contract shall be an action to compel performance.

Section 5.14. Use of Proceeds and Specific Tax Covenants.

The Series 2026B Bonds are being issued by the Authority in compliance with the conditions necessary for interest income on the Series 2026B Bonds to be excluded from gross income for federal income tax purposes pursuant to the provisions of Section 103(a) of the Code relating to obligations of the State or political subdivisions thereof. It is the intention of the Authority and the County that the interest on the Series 2026B Bonds be and remain excludable from gross income for federal income tax purposes, and, to that end, the Authority and the County hereby covenant with the Bondholders as follows: