

hereunder; except that the respective obligations to pay expenses, as provided in Section 14 hereof, shall continue in full force and effect. The Underwriter may, in its discretion, waive any one or more of the conditions imposed by this Purchase Agreement for the protection of the Underwriter and proceed with the Closing.

12. Notification by County. The Authority and the County each agree to notify the Underwriter of any material adverse change in any of the Authority's or the County's operations, properties or financial condition occurring before the Closing or within 90 days thereafter which would require a revision of the information in the Official Statement in order to make the representations set forth in Sections 6 and 7 hereof true and correct during such period. If, in the reasonable judgment of the Underwriter, such material adverse change requires an amendment or supplement to the Official Statement, then the Authority and the County agree to cooperate with the Underwriter in preparing an amendment or supplement which will adequately disclose the necessary information (the expenses of such amendment or supplement to be paid for by the County).

13. Indemnification.

(a) To the extent permitted by applicable law, the County will indemnify and hold harmless the Underwriter, and each member, officer, director, official or employee of the Underwriter, and any person who controls the Underwriter within the meaning of Section 15 of the Securities Act or Section 20 of the Securities Exchange Act of 1934, as amended (collectively called the "Indemnified Parties"), against any and all losses, claims, damages, expenses, actions or liabilities, joint or several, to which any of the Indemnified Parties may become subject under any statute or regulation or at common law or otherwise and, except as hereinafter provided, will reimburse the Indemnified Parties for any legal or other expense reasonably incurred by them or any of them in connection with investigating or defending any such losses, claims, damages, expenses or actions asserting liability, whether or not resulting in any liability, insofar as such losses, claims, damages, expenses, actions or liabilities arise out of or are based upon any untrue statement or misleading statement or alleged untrue statement or alleged misleading statement of a material fact contained in the Preliminary Official Statement or the Official Statement, or arise out of or are based upon any omission or alleged omission from the Preliminary Official Statement or the Official Statement of any material fact necessary to be stated therein in order to make the statements made therein, in light of the circumstances under which they were made, not misleading, except insofar as such losses, claims, damages or liabilities are caused by an untrue statement or omission or alleged untrue statement or alleged omission which either (i) based upon information furnished in writing to the County by or on behalf of the Underwriter expressly for use therein, or (ii) relates to the non-County Information.

(b) The County will, to the extent permitted by applicable law, reimburse the Indemnified Parties for any legal or other expense reasonably incurred by them or any of them in connection with investigating or defending any losses, claims, damages, expenses or actions asserting liability, whether or not resulting in any liability, insofar as such losses, claims, damages, expenses, actions or liabilities arise out of or are based upon any untrue statement or misleading statement or alleged untrue statement or alleged misleading