

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 is 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.

(c) Promptly after receipt by a Indemnified Party of notice of any claim or the commencement of any action in respect of which indemnification or reimbursement of expenses may be sought against the County under this Section, such Indemnified Party shall promptly notify the County in writing; but the failure to so notify the County will not relieve the County from any liability which it may have to any Indemnified Party otherwise than under paragraph (a) or (b) of this Section 13 nor affect any rights it may have otherwise than under this Section to participate in and/or assume the defense of any action brought against any Indemnified Party. In case any claim is asserted or any action is brought against any Indemnified Party, the County will be entitled to participate in, and, to the extent that it chooses so to do, to assume the defense thereof (including the employment of counsel reasonably satisfactory to such Indemnified Party), and shall assume the payment of all fees and expenses relating to such defense and shall have the right to negotiate settlement thereof. Any one or more of the Indemnified Parties shall have the right to employ separate counsel in connection with any such claim or action and to participate in the defense thereof, but after notice from the County to such Indemnified Party of its election to assume the defense thereof, the fees and expenses of such separate counsel shall be at the expense of such Indemnified Party or Indemnified Parties unless the employment of such counsel has been specifically authorized in writing by the County. The County shall not be liable for any settlement of any such claim or action effected without its consent, but if settled with the consent of the County or if there be a final judgment for the plaintiff in any such action as to which the County has received notice in writing as hereinabove required, the County agrees to indemnify and hold harmless the Indemnified Party from and against any loss or liability by reason of such settlement or judgment.

(d) In order to provide for just and equitable contribution in circumstances in which the indemnity provided for in paragraphs (a) and (c) of this Section 13 is for any reason held to be unavailable from the County with respect to matters covered by such paragraphs (a) and (c), the County, to the extent permitted by applicable law, on one hand, and the Underwriter on the other hand, with respect to such matters shall contribute to the aggregate losses, damages, expenses, liabilities or claims to which the County on the one hand, and the Underwriter on the other hand, may be subject in such proportion so that the Underwriter is responsible for that portion represented by the percentage that the underwriting discount payable to the Underwriter hereunder (*i. e.*, the excess of the aggregate principal amount of the Bonds purchased by the Underwriter over the price to be paid by the Underwriter to the County upon delivery of the Bonds as specified in Section 1 hereof) bears to the aggregate principal amount of the Bonds purchased by the Underwriter, and the