

County is responsible for the balance. The contribution provided by this paragraph shall also extend, without limitation, to any and all expenses whatsoever reasonably incurred in connection with investigating, preparing for or defending against, or providing evidence, producing documents or taking any other reasonable action in respect of, any such loss, damage, expense, liability or claim (or action in respect thereof), whether or not resulting in any liability, and shall include any loss to the extent of the aggregate amount paid in settlement of any litigation, commenced or threatened, or of any claim whatsoever as set forth herein if such settlement is effected with the written consent of the County. For purposes of this paragraph (d), each officer, director, employee, agent or attorney 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, or any amendment of said Acts, shall, under the same circumstances, have the same rights to contribution as does the Underwriter hereunder. Within a reasonable time after a party entitled to contribution under this paragraph (d) of this Section 13 shall have been served with the summons or other first legal process or shall have received written notice of the threat of a claim in respect of which contribution may be sought hereunder, such person shall, if a claim for contribution is to be made against the County under this paragraph (d), notify the County, in writing, of the commencement hereof, and the County shall have the same rights with respect to assumption of the defense of the action as are set forth in paragraph (c). Except to the extent it has materially prejudiced the County's right to defend, the omission to promptly so notify the County shall not relieve the County from any liability that it may have other than pursuant to this paragraph (d), provided, however, that any notice given by the Underwriter for purposes of, and as provided in, paragraph (c) of this Section 13 shall constitute notice for purposes of this paragraph (d).

(e) The indemnity provided by this Section 13 hereof shall be in addition to any other liability that the County may otherwise have hereunder, at common law or otherwise, and is provided solely for the benefit of each of the Indemnified Parties and their respective successors, assigns and legal representatives, and no other person shall acquire or have any right under or by virtue of such provisions of this Purchase Agreement.

(f) In the event and to the extent an Indemnified Party is entitled to indemnification from the County pursuant to Section 13(a) above, then the County, to the extent permitted by applicable law, agrees to reimburse such Indemnified Party for any expense (including reasonable fees and expenses of counsel) incurred as a result of producing documents, presenting testimony or evidence, or preparing to present testimony or evidence (based upon time expended by any Indemnified Party at its then current time charges), in connection with any court or administrative proceeding (including any investigation which may be preliminary thereto) arising out of or relating to the offer, issuance or sale of the Bonds.

14. Establishment of Issue Price.

(a) The Underwriter agrees to assist the Authority in establishing the issue price of the Series 2026B Bonds and shall execute and deliver to the Authority at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications,