

claims by or on behalf of any person, firm, corporation or governmental authority, arising from the occupation, use, possession, conduct or management of or from any work done in or about the Project or from the subletting of any part thereof, including any liability for violation of conditions, agreements, restrictions, laws, ordinances or regulations affecting the Project or the occupancy or use thereof. The Tenant also covenants and agrees, at its expense, to pay, and to indemnify and save the County and the Trustee harmless against and from any and all claims arising from (i) any condition of the Project and the adjoining sidewalks and passageways, (ii) any breach or default on the part of the Tenant in the performance of any covenant or agreement to be performed by the Tenant pursuant to this Lease, (iii) any act or negligence of the Tenant, or any of its agents, contractors, servants, employees or licensees, or (iv) any accident, injury or damage whatever caused to any person, firm or corporation, in or about the Project or upon or under the sidewalks and from and against all costs, reasonable counsel fees, expenses and liabilities incurred in any action or proceeding brought by reason of any claim referred to in this section. In the event that any action or proceeding is brought against the County or the Trustee by reason of any such claim, the Tenant, upon notice from the County or the Trustee, covenants to resist or defend such action or proceeding by counsel reasonably satisfactory to the County or the Trustee.

SECTION 8.10. Limitation of County's Liability. Anything herein to the contrary notwithstanding: (a) any obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a debt or general obligation of the County but shall be payable solely and exclusively from the revenues and receipts derived by the County from the leasing or sale of the Project; (b) the County's obligations under any contracts which may be assigned to it pursuant to any provision of this Lease shall be limited to the proceeds of the Bonds or other moneys available to the County hereunder or under the Indenture; (c) the County may require as a condition to the participation by it with the Tenant in any contests or in obtaining any license or permits or other legal approvals a deposit by the Tenant of such amount as determined by the County to be reasonable to assure the reimbursement to the County of the costs incurred by it in such participation, with any amount of such deposit in excess of such costs to be returned to the Tenant; and (d) the liability of the County for any breach of any of the representations or warranties by it set forth herein shall be limited solely and exclusively to the revenues and receipts derived by it from the leasing or sale of the Project.