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(b) Notwithstanding the fact that it is the intention of the parties that the County shall not incur pecuniary liability by reason of the terms of this Agreement, or the undertakings required of the County hereunder, by reason of the issuance of the Note, by reason of the execution of the Mortgage, by reason of the performance of any act required of it by this Agreement, or by reason of the performance of any act requested of it by the Lessee, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County should incur any such pecuniary liability, then in such event the Lessee shall indemnify and hold harmless the County against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice from the County, the Lessee shall defend the County in any such action or proceeding.

SECTION 8.8. Indemnification of Mortgagee Against Certain Tax Liabilities. If at any time, whether before or after the time of payment of all principal on the Note, the Internal Revenue Service, or any similar agency or department hereinafter performing the functions of said Service, determines the interest paid thereon to be taxable, or that the indebtedness evidenced by the Note ceases to be wholly exempt from taxes, the holder of the Note may upon 30 days'

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