

Section 14. Indemnification.

(a) Indemnity. Company shall identify and hold harmless the County and the County's county judge, commissioners, officers, employees and agents, (collectively, the "Indemnitee" or "Indemnitees") from any and all damages, losses, liabilities (joint or several), payments, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses (including, without limitation, fees, disbursements and reasonable expenses of attorneys, accountants, and other professional advisors and of expert witnesses and costs of investigation and preparation) of any kind or nature whatsoever (collectively, the "Damages"), directly or indirectly resulting from, relating to or arising out of:

- (i) the construction, development, maintenance or operation of the Project, or the business of Company;
- (ii) the formation, organization and operation of the Company;
- (iii) any breach of or inaccuracy in any representation or warranty of the Company contained in this Agreement;
- (iv) any breach or non-performance, partial or total, by Company of any covenant or agreement of Company contained in this Agreement;
- (v) any actual or threatened violation of or non-compliance with, or remedial obligation arising under, any federal or state environmental laws arising from any event, condition, circumstance, activity, practice, incident, action or plan relating in any way to the Project, or the business of Company.

(b) Indemnification Procedures. In case any claim shall be brought or, to the knowledge of an Indemnitee, threatened against any Indemnitee in respect of which indemnity may be sought against Company, such Indemnified Party shall promptly notify Company in writing; provided, however, that any failure ~~to~~ so notify shall not relieve the Company of its obligations under this Section 14. Company shall have the right to assume the investigation and defense of all claims, including the employment of counsel and the payment of all expenses. Each Indemnitee shall have the right to employ separate counsel in any such action and participate in the investigation and defense thereof, but the fees and expenses of such counsel shall be paid by such Indemnitee unless (i) the employment of such counsel has been specifically authorized by Company, in writing, or (ii) Company has failed after receipt of notice of such claim to assume the defense and to employ counsel. Each Indemnitee shall cooperate with Company in the defense of any action or claim. Company shall not be liable for any settlement of any action or claim without the Company's consent but, if any such action or claim is settled with the consent of Company or there be final judgment for the plaintiff in any such action or with respect to any such claim, Company shall indemnify and hold harmless the Indemnitees from and against any Damages by reason of such settlement or judgment as provided in Section 14(a) of this Agreement