

in its own or in the County's name, or both, to contest the validity or amount of any such water, sewer or utility charge, or payment in lieu of taxes, by appropriate proceedings timely instituted, if the Company give the County and the Trustee written notice of its intention to contest the same, and the Company agrees to hold the County harmless from any costs and expenses the County may incur by reason of such contests and the Company agrees to pay promptly any valid final judgment enforcing any such charge or payment.

3.06. The obligation of the Company, after the issuance and delivery of the bonds, to make the basic rental and other payments provided for herein, including items of additional rent, and to perform and observe the other agreements and covenants on its part herein contained, shall be absolute and unconditional, irrespective of any rights of setoff, recoupment or counterclaim it might otherwise have against the County. The Company shall not suspend or discontinue any such payment or fail to perform and observe any of its other agreements and covenants contained herein or terminate this Lease for any cause, including, without limiting the generality of the foregoing, any acts or circumstances that may constitute an eviction or constructive eviction, failure of consideration, condemnation or destruction of or damage to the Project, except under the terms and conditions hereinafter provided, commercial frustration of purpose, or any change in the tax or other laws of the United States of America,

(CONTINUED ON NEXT PAGE)

d