INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The County of Orange, by and through its Orange County Sheriff-Coroner Department, (hereinafter "COUNTY") hereby agrees to indemnify, defend and hold harmless Freeway Industrial Park, Inc., its directors, officers, employees, agents, members, and volunteers (hereinafter "the indemnified parties"), regardless of the passive negligence of the indemnified parties, from and against any and all claims, damages, liability, expenses, obligations and judgments, including attorney fees, in any way arising out of training that the Sheriff's Department's Special Weapons and Tactics Team (hereinafter "OCSD/SWAT") will be conducting at 7441 Edinger Avenue, Huntington Beach, California (hereinafter "property"), beginning on May 20, 2009 and continuing until such permission is revoked by Freeway Industrial Park, Inc.

COUNTY acknowledges and agrees that OCSD/SWAT is entering onto the property at COUNTY'S sole risk and expense, and that the property may have dangerous conditions, and that COUNTY is assuming all risks of liability for personal injury or property damage that may occur of whatever nature or cause as a result of OCSD/SWAT entering onto and training at the property. In addition, OCSD/SWAT agrees to repair at its own expense any damage it may cause to the property.

COUNTY also acknowledges that it is self-insured. Freeway Industrial Park, Inc. will accept a Certificate of Self-Insurance from COUNTY to meet the insurance requirements of Freeway Industrial Park, Inc.

My signature acknowledges that we understand and agree to the above conditions.

_____ Date:_____

By:_____

For Orange County Sheriff's Special Weapons and Tactics Team and the County of Orange

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By Nicole A. Dino
Deputy

Date 4/1/09