

all losses, claims, costs, expenses, attorney's fees, suits, liabilities, and damages from, connected to or regarding the management of, the Property, by Newport Pacific, or the performance or exercise of any of the duties, obligations, powers or authorities herein granted or hereafter granted. Owner acknowledges that Newport Pacific shall be named as an additional insured on the comprehensive general liability insurance policy, and any other policies obtained in the name of Owner. Owner shall cause to be delivered to Newport Pacific certificates of insurance evidencing such coverage. Owner acknowledges that Newport Pacific shall be named as an additional insured and shall obtain certificates of insurance evidencing such coverage, for any and all other policies and coverages acquired by Newport Pacific on behalf of Owner at Owner's cost and expense.

*Notwithstanding anything to contrary, the Parties understand, acknowledge and agree that the payment of all premiums for any such insurance, and the payment of all deductibles, in the event of any claims under the insurance, as well as any other out-of-pocket costs or any costs or payments in excess of any such insurance coverage shall be the sole responsibility of the Owner.*

8. Indemnification by Owner. Owner shall indemnify, defend and hold Newport Pacific harmless from any claims, actions, suits, proceedings, losses, damages, liabilities, deficiencies, fines, penalties or other expenses, including but not limited to attorney's fees and cost of suit, incurred directly or indirectly, resulting or arising out of any cause of action or claims filed against Newport Pacific in connection with: (i) Owner's negligence, gross negligence, failure to act or intentional acts, including failure to keep any licenses current or failure to maintain the Property in accordance with minimal government standards; or (ii) any cause of action or claims specifically not related to Newport Pacific's services under this Agreement; or which claims or actions arise as a result of or in connection with the actions or inactions of Owner and/or its authorized representatives.

In addition to and not as a limitation of any other obligations, Owner agrees to indemnify, defend and hold Newport Pacific harmless from and against any and all claims, actions, suits, proceedings, losses, costs or expenses including but not limited to attorney fees and costs of suit, incurred directly or indirectly, resulting from or arising out of any action or claim asserted by the residents of the Property or any representative or any representative association thereof, which may have arisen prior to the execution of this Agreement. However, notwithstanding anything to the contrary, the foregoing indemnification does not apply to any actions which are a result of any acts by Newport Pacific which are not authorized by the Owner, which are not in accordance with the terms of this Agreement or which are subject to Newport Pacific's duty to indemnify the Owner as set forth in this Agreement.

9. Indemnification – Determination to Self-Insure. In the event that Owner is unable or unwilling to acquire otherwise commercially available insurance or is unwilling or unable to authorize Newport Pacific to acquire the insurance required under this Agreement, or in the event that such insurance coverage acquired is insufficient to pay any cost of defense or any damages or liabilities which arise out of or are in any way connected with Newport Pacific's obligations or services under this Agreement, or in the event of Owner's determination in the future to self-insure, rather than carry insurance, in particular liability insurance even if such