

(b) The Act prescribes and the parties intend that the County shall not incur pecuniary liability by reason of making this Agreement, by reason of the issuance of the Bonds, by reason of the execution of the Indenture, 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. Nevertheless if the County shall incur any such pecuniary liability, then in such event the Lessee shall indemnify and hold the County harmless by reason thereof.

SECTION 8.8. FINANCIAL INFORMATION. The Lessee shall furnish to the County and to the Trustee at the time that the Lessee shall publish its Annual Report to Stockholders for the preceding fiscal year, but in any event within 120 days after the end of the preceding fiscal year, a balance sheet of Lessee as at the end of such fiscal year and the related statements of income and surplus for such fiscal year, all in reasonable detail and accompanied by a report or certificate of independent certified public accountants of recognized standing, who may be the accountants regularly employed by Lessee in the manner normally reported by Lessee to its shareholders; PROVIDED that as long as Lessee is a wholly owned subsidiary of the Guarantor, the foregoing requirements of this Section 8.8 shall be satisfied by Guarantor's compliance with the analogous provisions of the Guaranty Agreement.