

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.

ARTICLE IX

ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING;
REDEMPTION; RENT PREPAYMENT, AND ABATEMENT

Section 9.1 Assignment and Subleasing.

This Agreement may be assigned, and the Project may be subleased as a whole or in part, by the Lessee without the necessity of obtaining the consent of either the County or the Trustee, subject, however, to each of the following conditions:

- (a) No assignment (other than pursuant to Section 8.3 hereof) or subleasing shall relieve the Lessee from primary liability for any of its obligations hereunder, and in the event of any such assignment or subleasing, the Lessee shall continue