

claims by or on behalf of any person, firm, or corporation arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice from the County, the Lessee shall defend the County in any such action or proceeding.

SECTION 8.8 Lessee To Furnish Financial Information.

So long as the Note is outstanding, the Lessee shall deliver to the Mortgagee the following information within the time specified:

(a) Deliver to the Mortgagee within one hundred twenty (120) days after the close of each fiscal year of the Lessee beginning with the year of the current fiscal year, to end on or about Dec. 3, 1980 a consolidated balance sheet of the Lessee as of the close of such fiscal year and consolidated statements of income, expenses, and retained earnings for the year then ended, prepared in conformity with generally accepted accounting principles, applied on a basis consistent with that of the preceding year or containing a disclosure of the effect on financial position or results of operations of any change in the application of accounting principles during the year, and accompanied by a report thereon, containing an opinion unqualified as to the scope limitations imposed by the Lessee, of a firm of independent certified public accountants selected by the Lessee and acceptable to the Mortgagee.

(b) Promptly furnish to the Mortgagee such other information regarding the Lessee as may reasonably be requested by the Mortgagee.

SECTION 8.9 Notice of Litigation and Defaults. Lessee

will promptly give notice to the Mortgagee of the occurrence of any material litigation or governmental proceeding affecting the Lessee or