

transferee were herein by name specifically given all of such rights, powers and benefits.

Upon the happening of an Event of Default, as defined in the Lease, the County, its successors and assigns, in its or their sole discretion, shall have the right to proceed first and directly against the Guarantor, its successors and assigns, under this Agreement without proceeding against or exhausting its remedies against the Lessee, its successors or assigns, and without resorting to any other security held by the County or its successors or assigns.

The Guarantor will keep and will cause each of its consolidated subsidiaries to keep proper books of record and account in accordance with generally accepted principles of accounting and will furnish to the County such information respecting the business affairs, operations and financial condition of the Guarantor and such subsidiaries as may be reasonably requested; and without any request will furnish to the Trustee described in the Lease in triplicate:

- (a) As soon as available and in any event at the time the same are made available to stockholders of the Guarantor, copies of all quarterly and other interim financial statements as the Guarantor shall furnish to its stockholders;
- (b) As soon as available and in any event within 150 days after the close of each fiscal year of the Guarantor a copy of the annual audit report (including balance sheets, profit and loss and surplus statements) of the Guarantor and its consolidated subsidiaries for each fiscal year, all as prepared and certified by independent public accountants of recognized standing; provided, however, that if the annual report of