

SECTION 8.22. Financial and Other Information, and Reports. The Tenant will keep books of record and account in accordance with generally accepted principles of accounting and will furnish to the County and the Trustee the following:

(a) Within 120 days following the close of each fiscal year of the Tenant, audited consolidated year-end financial statements, accompanied by consolidating figures, which may be unaudited, and compliance reports from the auditors; and within 90 days following the first six months of each fiscal year unaudited consolidated financial statements accompanied by consolidating figures;

(b) Immediately upon becoming aware of the existence of any condition or event which constitutes a default or an Event of Default hereunder, a written notice specifying the nature and period of existence thereof and what action the Tenant is taking and proposes to take with respect thereto;

(c) Immediately upon becoming aware that the holder of any Bonds or of any evidence of indebtedness or other security of the Tenant or any subsidiary has given notice or taken any other action with respect to a claimed default or Event of Default, a written notice specifying the notice given or action taken by such holder and the nature of the claimed default or Event of Default and what action the Tenant is taking or proposes to take with respect thereto; and

(d) With reasonable promptness, such other data and information as from time to time may be reasonably requested.

SECTION 8.23. Financial Covenants. So long as any Bonds are outstanding the Tenant covenants and warrants as follows:

(a) The Tenant shall maintain consolidated working capital of no less than \$4,000,000 until July 30, 1978, and thereafter no less than \$8,000,000.

(b) The Tenant will maintain a consolidated tangible net worth of no less than \$10,000,000.

(c) The Tenant will not, and will not permit any of its Subsidiaries (as hereinafter defined), to make an Investment (as hereinafter defined) in any other person except:

(i) Investments in a person which, immediately after the Investment, is or becomes a Subsidiary;

(ii) Investments by the Tenant or any of its Subsidiaries in securities of the United States and its agencies, GNMA and FNMA securities, prime commercial paper, certificates of deposit and prime money market instruments; and