in no event shall the Financial Statements become part of the City’s public record. Except as required by law, City agrees not to divulge to any person or persons, firm or corporation, any information contained in the Financial Statements (the “Financial Information” except to the extent necessary, to City’s attorneys, accountants (and other professional advisors). If the City receives a request for the Financial Information it shall immediately notify Guarantor of such request and if the City determines the information requested is a matter of public record then the City shall immediately notify Guarantor in writing of such determination and deliver to Guarantor copies of all correspondence received by City relating to such request. If Guarantor provides written notification to the City within five (5) business days that it disagrees with the City’s determination, then the City shall not release the Financial Information and in the event there is litigation filed against the City for not releasing the Financial Information then the City shall immediately notify Guarantor in writing of such litigation, and deliver to Guarantor copies of all pleadings, and the Guarantor shall be responsible for paying all of the City’s reasonable legal fees and costs as well as monetary award, including legal fees and costs, that a court of competent of jurisdiction awards to the plaintiff or petitioner, provided that any counsel selected by the City must be acceptable to Guarantor and be independent counsel free of any conflict of interest. In the alternative, Guarantor shall have the right to retain its own counsel and upon written notice to the City, take over the litigation, provided that any counsel selected by Guarantor must be acceptable to the City and be independent counsel free of any conflict of interest. In the event of any litigation with respect to this matter each party shall reasonably cooperate with the other party, without cost, expense or liability (other than de minimis costs) with respect to any such request for information and/or litigation. Within three (3) days following the earlier of (i) the expiration of the 10-business day period and (ii) review of the Financial Statements by the City, the Company shall return the Financial Statements to Guarantor.

4. WAIVERS.

The Guarantor hereby expressly irrevocably waives:

(a) Notice of acceptance of this Guaranty by the City, and any and all notice and demands of every kind that may be required to be given by any statute, rule or law except any specifically required by this Guaranty or the Lessor under the Contract;

(b) Any defense arising by reason of any incapacity, lack of authority, death or disability of any other person or entity (except the City) or from the failure of the City to file or enforce a claim against any person or entity in any administrative, bankruptcy or other proceeding;

(c) Any obligation the City might otherwise have to disclose to the Guarantor any facts the City now or hereafter may know or have reasonably available to it regarding the Company or its financial condition, whether or not the City has a reasonable opportunity to communicate such facts or has reason to believe that any such facts are unknown to the Guarantor or materially increase the risk to the Guarantor beyond the risk the Guarantor intended to assume hereunder. Guarantor shall be fully responsible for keeping informed of the financial condition of the Company and of all other