

assessments and charges imposed upon the Bonds or upon this Indenture.

Section 6.16. Proper Books and Records:

So long as any of the Bonds issued hereunder shall remain outstanding and unpaid, proper books of accounts and records will be kept, in which full, true and correct entries will be made of all dealings and transactions relating to (a) the operation of the Project, other facilities the revenues of which are pledged to secure the Bonds, any fees or endowment fund income that are pledged to secure the Bonds, and (b) the operation of the Borrower. Such books or accounts and records shall be open to inspection by the Bondholders and their agents and representatives. Such books of accounts and records shall be plainly marked so as to be readily identified with a legend stating that they are mortgaged or pledged in the manner and to the extent provided in Part One of this Indenture. The Borrower shall:

(1) From time to time furnish to the Trustee such data regarding the income, expense and property of the Borrower as the Trustee shall reasonably request;

(2) On or before ninety days after the end of each Fiscal Year commencing with the Fiscal Year during which the Project shall have been completed, furnish to the Trustee, and to any Bondholder who shall request the same in writing, copies of audit reports prepared by an independent public accountant, reflecting in reasonable detail, the financial condition and record of operation of the Borrower, the Project, other pledged facilities, and other pledged revenue sources, including particularly the Borrower's enrollment, the occupancy and degree of use of and rates charged for the use of, and the insurance on the Project and any other facilities the revenues of which are pledged under this Indenture. Such audit reports shall also include a statement in reasonable detail of the unencumbered assets in the unrestricted endowment fund