

fiscal year accruing to the Trust Estate and dates and amount thereof forwarded to the Trustee for such fiscal year and, if requested in writing by the holders of not less than forty per cent (40%) in principal amount of the Outstanding Bonds, certified as of the end of such fiscal year by reputable certified public accountants. The Trustee shall at all times have access to the books and records of the Grantor. Also, the records of the Trustee pertaining to the issue shall be available to and open for inspection by any Bondholder, and the Grantor covenants that it shall promptly furnish the Trustee such additional information as is deemed necessary by the Trustee to carry out the provisions of this Indenture and the trust created hereby.

Section 6.08. The Grantor covenants that all charges made by the Trustee for services rendered and for payment of principal of and interest on the Bonds (not paid by Lessee), will be paid by the Grantor from revenues of the trust estate and will not be required to be paid by the holders of the Bonds or coupons.

Section 6.09. The Grantor covenants that so long as any Bonds are outstanding hereunder, it will retain good title to the trust estate, subject to the provisions of the Lease and this Indenture, and that it will use its best efforts to assure that the Facility is fully and continuously occupied by a responsible tenant or responsible tenants. The Grantor covenants that it lawfully owns and is lawfully possessed of all property described in the granting clauses hereof as being a part of the trust estate, and, in the case of the realty described in granting clause Division I, subject to presently existing liens described in Schedule A hereto, has a good and indefeasible estate therein in fee simple; that it warrants and will defend the title thereto and every part thereof to the Trustee, its successors and assigns, for the benefit of the holders and owners of the Bonds, against the claims and demands of all persons whomsoever; that it is duly authorized to secure the payment of the Bonds in the manner prescribed herein, and has lawfully exercised such rights; and that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, deeds, conveyances, mortgages and transfers as the Trustee shall reasonably require for the better assuring, conveying, transferring, mortgaging, pledging, assigning and confirming unto the Trustee all and singular the hereditaments and premises, estates, income and property conveyed, transferred, mortgaged, pledged or assigned or intended so to be. The Grantor covenants that it will not, directly or indirectly, create, assume, incur or suffer to exist any mortgage, pledge, encumbrance, lien or charge of any kind, other than the lien of this Indenture, upon the Trust Estate and presently existing liens described in Schedule A hereto and liens herein permitted.

Section 6.10. The Grantor covenants that there shall be no default hereunder but until default shall be made by the Grantor, as provided for herein, the Grantor shall, subject to the Lease, be entitled to possess, manage, operate, use and enjoy the facilities and property herein encumbered. The Grantor covenants and agrees that it will not except as permitted