

all payments which the Trustee is obligated to set aside in the various Accounts established under Article IV.

Section 6.06. The Grantor covenants and agrees and hereby appoints the Trustee to keep or cause to be kept proper books of record and account in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocation and application of the revenues accruing to the Trust Estate and amount thereof forwarded to the Trustee, and such books shall be available for inspection by the holder of any of the Bonds at reasonable hours and under reasonable conditions.

Section 6.07. The Trustee shall prepare a statement for each fiscal year (July 1 through June 30) of all transactions relating to the operation of the Trust Estate and the application and allocation of the revenues thereof. Not more than two months after the close of each fiscal year of the Grantor, the Trustee shall furnish to the Grantor and to each holder of any of the Bonds, who may so request, a complete financial statement covering receipts, disbursements, allocation and application of revenues for such 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 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 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

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