

- (a) A Certified Resolution referred to in Section 3.05 hereof and a Certified Resolution of the Grantor authorizing or ratifying the supplemental instrument referred to in paragraph (b) of this Section 3.06, and authorizing or ratifying a supplemental indenture authorizing the new series and pledging and assigning all rights of the Grantor under such supplemental instrument and the additional basic rent for such series to the Trustee.
- (b) An executed counterpart of a supplemental instrument executed by the Grantor and the Corporation pursuant to Section 20.03 of the Lease containing a schedule of payments of basic rent which are not less than the payment of principal and interest, when due, for such series.
- (c) An executed counterpart of a supplemental indenture setting forth the provisions of the new series and subjecting to the lien hereof any and all property paid for with the proceeds of such new series of Bonds and pledging and assigning all the right, title and interest of the Grantor in and to the supplemental instrument referred to in subparagraph (b) of this Section 3.06 and pledging and assigning to the Trustee the additional basic rent and all rights of the Grantor under said supplemental instrument.
- (d) An Opinion of Counsel to the effect that (i) such Bonds are valid and binding obligations of the Grantor and enforceable in accordance with their terms and the terms of this Indenture, subject to bankruptcy and insolvency laws, (ii) such Bonds have been duly and validly authorized and issued in accordance with law and this Indenture and the Lease; and that the interest upon such Bonds is excludable from the gross income of the recipients thereof under existing statutes; (iii) the Lease has been effectively supplemented by the supplemental instrument referred to in subparagraph (b) of this Section 3.06 and the Lease as supplemented is valid and binding on the Grantor and the Corporation, subject to bankruptcy and insolvency laws; and (iv) the Indenture constitutes a valid first mortgage lien on the property described in the granting clause thereof, as supplemented and amended, subject only to the rights of the Corporation under the Lease, to Permitted Liens and to encumbrances, rights and interests which will not weaken, diminish or impair the security intended to be given by or under this Indenture and will not interfere with the use and operation of the Facility; and that all rights of the Grantor