(a) It is in full compliance with all covenants and undertakings in connection with all of its Bonds then outstanding and payable from the revenues of the System;

(b) It will, in the event of sale, apply the proceeds to either (1) redemption of outstanding Bonds in accordance with the provisions governing repayment of Bonds in advance of maturity, or (2) replacement of the facility so disposed of by another facility the revenues of which shall be incorporated into the System as hereinbefore provided;

(c) It certifies, prior to any abandonment of use, that the facility to be abandoned is no longer economically feasible of producing net revenues; and

(d) It certifies that the estimated net revenues of the remaining System facilities for the then next succeeding fiscal year, plus the estimated net revenues of the facility, if any, to be added to the System satisfy the earnings test hereinbefore provided in the Special Condition governing issuance of additional Bonds.

Section 4. Jolliffe Hall Not To Be Mortgaged: The Borrower covenants and agrees that so long as any of the Bonds are outstanding, it will not mortgage or otherwise encumber Jolliffe Hall or the site thereof.

ARTICLE VIII

CHANGES APPLICABLE TO PART TWO

The following changes are hereby made in Part Two of this Indenture:

Section 1. Amendment of Section 4.01 of Part Two: The first paragraph of Section 4.01 of Part Two of this Indenture is

hereby amended to read as follows:

Section 4.01. Establishment of Construction Account: There shall be established with the designated depository, an account (herein called the "Construction Account"), to the credit of which there shall be deposited the proceeds of the Bonds of Series 1961D, exclusive of accrued interest. In addition to such proceeds of the Bonds, the Borrower covenants that it will deposit in said Construction Account the additional funds, if any, which, together with such proceeds of the Bonds, will be sufficient to finance the total development costs of the Project, which funds shall be derived from sources other than proceeds of the Bonds and from sources and in a manner which will not jeopardize the security of the Bonds, which additional funds, if any are required, shall be deposited in the Construction Account by the Borrower on its own initiative, and, in any event, promptly upon the request of the holders of a majority in principal amount of the Bonds; provided, however, that this provision shall not be deemed to obligate the Borrower to deposit any moneys in said Construction Account except funds now legally available therefor or which may hereafter become legally available for such purpose.