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Corporation or any of the Guarantors following a transfer of all or substantially all of its assets as an entirety under the conditions permitting such actions with respect to the Corporation contained in section 7.02 hereof;

- The commencement by the Corporation or any of the Guarantors of any case, proceeding or other action relating to it in bankruptcy or seeking reorganization, arrangement, winding-up, composition or readjustment of its debts, or for any other dissolution, relief, under any bankruptcy, insolvency, reorganization, composition, arrangement, dissolution, liquidation, readjustment of debt or other similar act or law of any jurisdiction, now or hereafter existing; or the application by the Corporation or any of the Guarantors for a receiver, custodian or trustee of it or for all or a substantial part of its property; or the making by the Corporation or any of the Guarantors of an assignment for the benefit of creditors; or the inability by the Corporation or any of the Guarantors, or the admission in writing of its inability, to pay its debts as they become due; or the taking of any action by the Corporation or any of the Guarantors indicating its consent to, approval of or acquiescence in, or in the furtherance of, any of the foregoing; or
- The commencement against the Corporation or (h) any of the Guarantors of any case, proceeding or other action in bankruptcy or seeking reorganization, liquidation, arrangement, composition winding-up, dissolution, readjustment of its debts, or any other relief, under any liquidation. insolvency, reorganization, bankruptcy, dissolution, arrangement, composition, readjustment of debt or other similar act or law of any jurisdiction, now or hereafter existing; or the appointment of a receiver, custodian or trustee of the Corporation or any of the Guarantors or for all or a substantial part of its property or the issuance of a warrant of attachment, execution or restraint, or similar process against any substantial part of the property of the Corporation or any of the Guarantors; and which in each such case such condition shall continue for a period of 60 days undismissed, undischarged or unbonded;
- defined in the Employee Retirement Income Security Act of 1974 and any amendments thereto, which is determined to constitute grounds for termination by the Pension Benefit Guaranty Corporation of any employee pension benefit plan maintained by or on behalf of the Corporation for the benefit of any of its employees or for the appointment by the appropriate United States District Court of a trustee to administer such plan, and such reportable event is not corrected and such determination is not revoked within thirty (30) days after notice thereof has been given to the