

agreement, lease agreement or other agreement or instrument under which any indebtedness of any entity constituting the Guarantor in excess of \$100,000 is outstanding or by which the same is evidenced shall have occurred and shall have continued for a period of time sufficient to permit the holder or holders of the respective indebtedness (or a trustee on their behalf) to accelerate the maturity thereof.

(d) The dissolution or liquidation of the Guarantor or the filing by the Guarantor of a voluntary petition in bankruptcy, or failure by the Guarantor promptly to lift any execution, garnishment or attachment of such consequence as will impair the ability of the Guarantor to carry on its operations at the Project, or the commission by the Guarantor of any act of bankruptcy, or adjudication of the Guarantor as a bankrupt, or assignment by the Guarantor for the benefit of its creditors, or the entry by the Guarantor into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Guarantor in any proceeding for its reorganization instituted under the provisions of the general bankruptcy act, as amended, or under any similar act in any domestic or foreign jurisdiction, which may now be in effect or hereafter enacted. The term "dissolution or liquidation of the Guarantor, as used in this subsection, shall not be construed to include the cessation of the existence of the Guarantor

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