

(i) Any Corporation shall (1) apply for or consent to the appointment by a court of competent jurisdiction of a receiver, trustee or liquidator of itself or of all or a substantial part of its property, (2) be unable, or admit in writing inability, to pay its debts as they mature, (3) make a general assignment for the benefit of creditors, (4) be adjudicated a bankrupt or insolvent, or (5) file a voluntary petition in bankruptcy or a petition or answer seeking reorganization or an arrangement with creditors or seeking to take advantage of any insolvency law or file an answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganization or insolvency proceeding; or corporate action shall be taken by it for the purpose of effecting any of the foregoing;

(j) Without the application, approval or consent of any Corporation, a proceeding shall be instituted in any court of competent jurisdiction seeking in respect of such Corporation adjudication in bankruptcy, reorganization, dissolution, winding up, liquidation, a composition or arrangement with creditors, a readjustment of debts, the appointment of a trustee, receiver, liquidator or the like of such Corporation or of all or any substantial part of its assets, or other like relief in respect of such Corporation under any bankruptcy or insolvency law; and, if such proceeding is being contested by such Corporation in good faith, the same shall continue undismissed, or unstayed and in effect, for any period of ninety (90) consecutive days;

(k) Any Corporation shall sell, lease or otherwise convey, in a single transaction or in a series of related transactions, all or substantially all of the Properties and the other Assets referred to in the Purchase Agreement (collectively, the "Assets"), or all or substantially all of the voting stock of any Corporation shall be sold or otherwise transferred (in a single transaction or in a series of related transactions) to any entity other than another Corporation; or any Corporation shall be merged into or consolidated with any other entity other than another Corporation;

(l) Any Corporation shall sell, lease or otherwise convey any Asset to any entity other than another Corporation unless such sale, lease or other conveyance is made for fair consideration in a bona fide transaction entered into on an "arm's length" basis; provided, however, Company