

of any agreement, term or condition contained in the NII Mortgage, the Products Agreement (other than Article Three thereof), the Payment Agreement (other than Article Two thereof), the Supply Agreement or the Inter-Company Agreement for a period of more than 30 days after such default shall have become known to the Company, Celanese, Imperial or NII, as the case may be; or

(i) if the Company or any Subsidiary makes an assignment for the benefit of creditors or is adjudicated bankrupt; or

(j) if a trustee or receiver of the Company or any Subsidiary or of any substantial part of the assets of the Company or any Subsidiary, is appointed and, if appointed in a proceeding brought against the Company or any Subsidiary, the Company or any Subsidiary by any action indicates its approval of, consent to or acquiescence in such appointment, or within 60 days after such appointment, such appointment is not vacated, or stayed on appeal or otherwise, or shall not otherwise have ceased to continue in effect; or

(k) if any proceedings involving the Company or any Subsidiary are commenced by or against the Company or any Subsidiary under any bankruptcy, reorganization, arrangement, insolvency, dissolution, liquidation, winding-up or other similar law or statute of the Federal government or any state or other government, heretofore or hereafter enacted or in effect, and if such proceedings are instituted against the Company or any Subsidiary, the Company or any Subsidiary by any action indicates its approval of, consent to, or acquiescence in, such proceedings, or an order shall be entered approving the petition in such proceedings and, within 60 days after the entry thereof, such order is not vacated, or stayed on appeal or otherwise, or shall not otherwise have ceased to continue in effect; or

(l) if, prior to the Cut-off Date, any of the events specified in subdivisions (i), (j) and (k) above with respect to Celanese or Imperial, as the case may be, shall occur; or

(m) if final judgment for the payment of money in excess of \$100,000 shall be rendered against the Company or any Subsidiary and the same shall remain undischarged for a period of