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of this Indenture, the powers in and by this Article conferred upon the Company may be exercised by the Trustees in their discretion.

## ARTICLE II

ESSENTIAL INTENT OF SUPPLEMENTAL INDENTURE

Section 2.01. It is the intention of the parties hereto that upon liquidation of the Company and payment by the Company of all interest accrued thereon, Celanese shall, and hereby agrees to, become the successor and assign of the Company and accordingly all outstanding Bonds will, following such liquidation, be payable by Celanese as the Company's successor and assign, and the Lien of the Indenture will remain applicable only to lands owned by the Company on December 30, 1983 (together with all interests of the Company in such lands, including without limitation all plants, buildings, structures, facilities and improvements from time to time located thereon). Accordingly, it is intended that upon such liquidation there shall be and hereby is released and forever discharged from the Lien of the Indenture any and all property which is a part of the security held by the Trustees for the benefit of the Bonds outstanding, other than the real estate and interests therein as aforesaid.

## ARTICLE III

PARTICULAR COVENANTS OF THE COMPANY AND CELANESE

Section 3.01. The Company and Celanese represent, covenant and warrant that they are duly authorized under the laws of the State of Delaware and all other applicable provisions of law to execute this Eighth Supplemental Indenture; that all corporate action on the part of the Company and Celanese required by their

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