

*Request:*

The term "Request" shall mean a written request to the Trustee, signed in the name of the Company by the President or a Vice President or the Treasurer of the Company, and dated not more than 10 days prior to its receipt by the Trustee.

*Subordinated Debt:*

The term "Subordinated Debt" shall mean any Funded Debt of the Company which (i) is payable to and held (subject to no pledge or other encumbrance) by Celanese and/or Imperial, (ii) is payable as to principal and interest only out of consolidated net earnings as provided in Section 5.09, and (iii) is expressly subordinated to the Bonds on terms approved by the holders of at least 66 $\frac{2}{3}$ % in aggregate principal amount of the Bonds at the time outstanding.

*Subsidiary:*

The term "Subsidiary" shall mean any corporation organized under the laws of any State of the United States of America, the District of Columbia, Canada or any Province of Canada, which conducts the major portion of its business, and has the major portion of its assets, in the United States of America or Canada, and all the stock of every class of which, except directors' qualifying shares, shall, at the time as of which any determination is being made, be owned by the Company either directly or through Subsidiaries.

*Supplemental Indenture:*

The terms "supplemental indenture" or "indenture supplemental hereto" shall mean any indenture hereafter duly authorized and entered into in accordance with the provisions of this Indenture.

*Supply Agreement:*

The term "Supply Agreement" shall mean an agreement, executed and delivered by Celanese and the Company, in substantially the form attached as Exhibit G to the 1984 Purchase Agreements; as originally executed or as the same may be supplemented, modified or amended.

*Trustees:*

The term "Trustees" shall mean, collectively, Bankers Trust Company, as Trustee, and J. C. Kennedy, as Individual Trustee (and