

(a) failure by the Company to pay the principal of or premium, if any, on any Bond, when and as the same shall become due and payable, whether at maturity or upon designation for redemption or by declaration or otherwise; or

(b) failure by the Company to pay any installment of interest on any Bond, when and as the same shall become due and payable, as therein and herein expressed, and the continuation of such failure for a period of 10 days; or

(c) failure by the Company to perform any obligation in respect of any fixed sinking fund referred to in Section 4.01 or Section 4.03 on the date when such obligation is required to be performed; or

(d) failure by the Company to observe or perform any covenant contained in Sections 5.08 through 5.11 or in Section 6.10; or failure by the Company to observe or perform any covenant contained in Sections 5.07, 5.12 or 5.13 or in Article Six (other than Section 6.10), and the continuance of such failure for a period of two days after written notice specifying such failure and demanding that the same be remedied shall have been given to the Company by the Trustees, or to the Company and the Trustees by the holders of at least 25% in aggregate principal amount of the Bonds at the time outstanding; or

(e) if any material representation or warranty made by (i) the Company herein, in the Purchase Agreements, in the Products Agreement, in the Inter-Company Agreement, in any Officers' Certificate or in any other agreement, certificate, notice, demand or Request made in writing and delivered to the Trustees or the Bondholders pursuant to or in connection with this Indenture or the Purchase Agreements, or (ii) Celanese in the Products Agreement or in any certificate delivered to the Trustees or the Bondholders pursuant to or in connection with the Purchase Agreements, shall, in any such case, prove to be untrue or incorrect in any material respect as of the date made, or (iii) Imperial in the Payment Agreement or in any certificate delivered to the Trustees or the Bondholders pursuant to or in connection with the Purchase Agreements, or (iv) NII in the Inter-Company Agreement or in any certificate delivered to the