

(m) any order, judgment or decree is entered in any proceedings against the Company decreeing the dissolution of the Company and such order, judgment or decree remains unstayed and in effect for more than 60 days; or

(n) any order, judgment or decree is entered in any such proceedings against the Company or any Subsidiary decreeing the split-up of the Company or such Subsidiary which requires the divestiture of a substantial part, or the divestiture of the stock of a Subsidiary whose assets constitute a substantial part, of the consolidated assets of the Company and its Subsidiaries or which requires the divestiture of assets, or stock of a Subsidiary, which shall have contributed a substantial part of Consolidated Net Earnings (as defined in Section 5.09) for any of the three fiscal years then most recently ended, and such order, judgment or decree remains unstayed and in effect for more than 60 days; or

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

(p) 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 unstayed and in effect for more than 60 days;

then and in each and every such event:

I. *Arrangements with Company et al.; Consultation with Bondholders.* During the continuance of any such Event of Default and subject to the provisions of Section 8.04, the Trustees may, in their discretion, enter into such arrangements with the Company as they may deem proper or appropriate or defer the taking of any action until they shall have a reasonable opportunity to consult with the Bondholders, if in their judgment the interests of the Bondholders will not be prejudiced thereby.

II. *Acceleration of Maturity.* During the continuance of any such Event of Default, (i) the Trustee may, and upon the written request of the holders of at least 25% in aggregate principal amount of the Bonds at the time outstanding shall, by written notice to the Com-