

other counsel (provided that in such case such Opinion of Counsel shall state that the signer believes such other counsel giving such certificate or opinion is reputable and one upon whom he may properly rely and provided that a copy of the opinion of such other counsel is furnished therewith).

SECTION 12.04. *Addresses for Notices and Demands.* Any notice to or demand upon the Trustees may be served or presented, and such demand may be made, at the principal corporate trust office of the Trustee. Any notice to or demand upon the Company shall be deemed to have been sufficiently given or served by the Trustees for all purposes, by being deposited, postage prepaid, in a post-office letter box addressed to the Company at Charlotte, North Carolina, attention of the President, or to the Company at such other address as may be filed in writing by the Company with the Trustee. Any notice or report required by any provision of this Indenture to be given or made to registered owners of Bonds shall be deemed to have been sufficiently given or made if copies thereof are deposited, postage prepaid, in a post-office letter box, addressed to each registered owner of Bonds as the name and address of such owner appears on the transfer and registry books maintained by the Company.

SECTION 12.05. *Immunity of Incorporators, Stockholders, Officers and Directors.* No recourse shall be had for the payment of the principal of, or premium, if any, or the interest on, any Bond, or for any claim based thereon or under this Indenture or any indenture supplemental hereto, against any incorporator, or against any stockholder, director or officer, past, present or future, of the Company, or of any predecessor or successor corporation, as such, either directly or through the Company or any such predecessor or successor corporation, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability, whether at common law, in equity, by any constitution, statute or otherwise, of incorporators, stockholders, directors or officers, as such, being released as a condition of and consideration for the execution of this Indenture and of the issue of the Bonds. It is expressly understood and agreed, however, that nothing in this Section 12.05 is intended in any way to affect the respective obligations of Celanese and Imperial under the Products Agreement, the Assignment or the Payment Agreement.