

respective Certificates of Incorporation and By-Laws, and by the laws of the State of Delaware, for the execution of this Eighth Supplemental Indenture have been duly and effectively taken; and that this Eighth Supplemental Indenture will be a legal, valid and binding obligation of the Company and Celanese enforceable against the Company or Celanese, as the case may be, according to its terms.

ARTICLE IV
THE TRUSTEES

Section 4.01. The Trustees hereby accept the Trust hereby declared and agree to perform the same upon the terms and conditions set forth in the Indenture.

Section 4.02. The Trustees shall not be responsible in any manner for or with respect to the validity or sufficiency of this Eighth Supplemental Indenture or the due execution hereof by the Company and Celanese or for or with respect to the recitals and statements contained herein, all of which recitals and statements are made solely by the Company and Celanese.

Section 4.03. Except as herein otherwise provided, no duties, responsibilities or liabilities are assumed or shall be construed to be assumed by the Trustees by reason of this Eighth Supplemental Indenture, other than as set forth in the Indenture; and this Eighth

0822

1639-162