

CELANESE CORP

FORM 8-K (Current report filing)

Filed 09/13/10 for the Period Ending 08/30/10

| | |
|-------------|--|
| Address | 222 W. LAS COLINAS BLVD., SUITE 900N IRVING, TX, 75039-5421 |
| Telephone | 972-443-4000 |
| CIK | 0001306830 |
| Symbol | CE |
| SIC Code | 2820 - Plastic Material, Synthetic Resin/Rubber, Cellulos (No Glass) |
| Industry | Commodity Chemicals |
| Sector | Basic Materials |
| Fiscal Year | 12/31 |

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

Current Report

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) : **September 13, 2010**

CELANESE CORPORATION
(Exact name of registrant as specified in its charter)

DELAWARE
(State or other jurisdiction of incorporation)

001-32410
(Commission File Number)

98-0420726
(IRS Employer Identification No.)

1601 West LBJ Freeway, Dallas, Texas 75234-6034
(Address of principal executive Offices) (Zip Code)

Registrant's telephone number, including area code: (972) 443-4000

Not Applicable
(Former name or former address, if changed since last report):

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
-

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

5.02(e)

On September 8, 2010, the Compensation Committee (the “Committee”) of the Board of Directors of Celanese Corporation (the “Company”) approved the Company’s annual long-term incentive equity awards consisting of (i) awards of performance-vesting restricted stock units (“Performance RSUs”) to all of the Company’s executive officers and certain other key employees (each, a “Participant”), (ii) awards of time-vesting restricted stock units (“Time RSUs”) to all of the Participants except the Company’s Chief Executive Officer, and (iii) non-qualified options to purchase shares of the Company’s class a common stock (“Stock Options”) to certain of the Participants. The Performance RSUs, Time RSUs and the Stock Options were granted under the Company’s 2009 Global Incentive Plan. The Committee approved awards to the Company’s named executive officers in the following amounts:

| <u>Named Executive Officer</u> ¹ | <u>Number of Performance RSUs at Target</u> | <u>Number of Time RSUs</u> | <u>Number of Stock Options</u> |
|---|---|--------------------------------|------------------------------------|
| David N. Weidman | 96,600 | – | 68,495 |
| Steven M. Sterin | 12,520 | 6,260 | 13,320 |
| Douglas M. Madden | 21,465 | 10,735 | 22,835 |
| Gjon N. Nivica, Jr. | 7,155 | 3,580 | 7,610 |

¹ Sandra Beach Lin, a named executive officer, received no long term awards as a result of her separation from service in August 2010.

Including the above awards, the Committee approved an aggregate of 320,500 Performance RSUs at target, 231,270 Time RSUs and 154,125 Stock Options as the annual long-term equity awards to all Participants.

Performance-Vesting Restricted Stock Units

In connection with the approval noted above, the Company will enter into a Performance-Vesting Restricted Stock Unit Award Agreement (in the form filed herewith, the “Performance RSU Agreement”) with each of the Participants. The percentage of the target number of Performance RSUs awarded that may vest on October 1, 2013 is subject to the achievement of specified levels of (i) Operating EBITDA during the 2011 and 2012 fiscal years and (ii) “Total Shareholder Return” as compared to peer companies during the period that commenced October 1, 2010 and that will be completed on September 30, 2013, and is set forth in the following schedule:

| <u>Operating EBITDA Achieved</u> | <u>Below Threshold Threshold</u> | <u>Relative TSR Achieved</u> | | |
|----------------------------------|--------------------------------------|------------------------------|---------------|----------------|
| | | <u>Below Threshold</u> | <u>Target</u> | <u>Stretch</u> |
| | <u>Target</u> | 0% | 0% | 0% |
| | <u>Stretch</u> | 25% | 50% | 75% |
| | | 50% | 100% | 150% |
| | | 75% | 150% | 225% |

For any Performance RSUs that become vested, after adjustment for the achievement of the performance goals outlined above, a portion (25% for the CEO and 55% for the other named executive officers) shall be immediately deliverable to the Participant and the remaining portion (i.e., 75% for the CEO and 45% for the other named executive officers) shall be subject to an additional holding period requirement. The Performance RSUs subject to a holding period requirement shall be deliverable to the Participant on the seventh anniversary of the grant date, or earlier upon the Participant’s death or disability or the Company’s change in control. If during the holding period the Participant’s employment is terminated by the Company for cause (as defined in the award agreement) or the Participant breaches the Participant’s clawback agreement with the Company, the Performance RSUs subject to the holding period requirement shall be forfeited and cancelled without consideration.

Upon the termination of a Participant’s employment with the Company by reason of death or disability before October 1, 2013, Performance RSUs in an amount equal to (i) the target number of Performance RSUs granted multiplied by (ii) a fraction, the numerator of which is the number of full months between October 1, 2010 and the date of such termination, and the denominator of which is thirty-six, such product to be rounded up to the nearest whole number (the “Prorated Amount”), shall immediately vest and become deliverable to the Participant within thirty days. Upon the termination of a Participant’s employment with the Company without cause before October 1, 2013, Performance RSUs in an amount equal to the Prorated Amount, subject to adjustment for the achievement of the performance goals outlined above, shall vest and become deliverable to the Participant at the end of the holding period described above. Upon the termination of a Participant’s employment with the Company for any other reason, the Performance RSU award shall be forfeited and cancelled without consideration.

If a Participant’s employment with the Company is terminated without cause within two years following a change in control, the target number of Performance RSUs will immediately vest and become payable to the Participant within 30 days of such termination. If the

Performance RSU award is not assumed by the Participant's new employer in connection with a change in control, or a substitute award is not made, the target number of Performance RSUs will fully vest upon the change in control, and shall be paid to the Participant within 30 days after the change in control occurs.

Prior to October 1, 2013, Performance RSUs shall not receive any dividend equivalents. After that date, any Performance RSUs subject to the holding period requirement described above shall receive dividend equivalents accumulated as cash and payable at the end of the holding period without interest.

The description of the Performance-Vesting RSU Agreement contained herein is qualified in its entirety by reference to the form of Performance-Vesting Restricted Stock Unit Award Agreement that is filed herewith as Exhibit 10.1 and incorporated herein by reference.

Time-Vesting Restricted Stock Units

In connection with the approval noted above, the Company will enter into a Time-Vesting Restricted Stock Unit Award Agreement (in the form filed herewith, the "Time RSU Agreement") with each of the Participants entitled to receive Time RSUs. Each award of Time RSUs will vest 30% on October 1, 2011, 30% on October 1, 2012 and 40% on October 1, 2013.

For any Time RSUs that become vested on a vesting date, a portion (55%) shall be immediately deliverable to the Participant and the remaining portion (i.e., 45%) shall be subject to an additional holding period requirement. The Time RSUs subject to a holding period requirement shall be deliverable to the Participant on the seventh anniversary of the grant date, or earlier upon the Participant's death or disability or the Company's change in control. If during the holding period the Participant's employment is terminated by the Company for cause or the Participant breaches the Participant's clawback agreement with the Company, the Time RSUs subject to the holding period requirement shall be forfeited and cancelled without consideration.

Upon the termination of a Participant's employment with the Company by reason of death or disability or by the Company without cause, a pro rata portion of the Time RSUs, based on the portion of the applicable vesting period completed through the date of termination and rounded up to the nearest whole number (the "Prorated Amount"), shall become vested. In case of death or disability, such Prorated Amount shall be deliverable to the Participant following the applicable vesting date. In case of termination by the Company without cause, a portion of the Prorated Amount shall be deliverable to the Participant following the applicable vesting date and a portion shall be deliverable to the Participant at the end of the holding period, all in accordance with the holding period requirements described above. Upon the termination of a Participant's employment with the Company for any other reason, any unvested portion of the Time RSU award shall be forfeited and cancelled without consideration.

If a Participant's employment with the Company is terminated without cause within two years following a change in control, the Time RSUs will immediately vest and become payable to the Participant within 30 days of such termination. If the Time RSU award is not assumed by the Participant's new employer in connection with a change in control, or a substitute award is not made, the Time RSUs will fully vest upon the change in control, and shall be paid to the Participant within 30 days after the change in control occurs.

Prior to each vesting date, Time RSUs shall not receive any dividend equivalents. After each such date, any Time RSUs subject to the holding period requirement described above shall receive dividend equivalents accumulated as cash and payable at the end of the holding period without interest.

The description of the Time RSU Agreement contained herein is qualified in its entirety by reference to the form of Time-Vesting Restricted Stock Unit Award Agreement that is filed herewith as Exhibit 10.2 and incorporated herein by reference.

Stock Options

In connection with the approval noted above, the Company will enter into a Nonqualified Stock Option Award Agreement (in the form filed herewith, the "Stock Option Agreement") with each of the Participants entitled to receive Stock Options. Each award of Stock Options will vest 25% on October 1, 2011, October 1, 2012, October 1, 2013, and October 1, 2014, and will expire on October 1, 2017. The exercise price for the Stock Option will be the average of the high and low trading prices of the Company's common stock on October 1, 2010 in accordance with the terms of the 2009 Global Incentive Plan.

Upon the termination of a Participant's employment with the Company by reason of death or disability or by the Company without cause, a pro rata portion of the Stock Option, based on the portion of the applicable vesting period completed through the date of termination and rounded up to the nearest whole number, shall become vested and exercisable and (together with any vested but unexercised portion of the award) remain exercisable for a period of one year after termination of employment (not to exceed the original expiration date). In case of voluntary resignation by the Participant, any unvested portion of the Stock Option award shall be forfeited and cancelled without consideration, and any vested but unexercised portion shall remain exercisable for a period of 90 days after termination of employment (not to exceed the original expiration date). Upon the termination of a Participant's employment with the Company for cause, the entire unexercised Stock Option, whether vested or unvested, shall be forfeited and cancelled without consideration.

If a Participant's employment with the Company is terminated without cause within two years following a change in control, the unvested Stock Options will immediately vest and become exercisable, and shall remain exercisable for a period to be established by the Committee (not to exceed the original expiration date). If the Stock Option award is not assumed by the Participant's new employer in connection with a change in control, or a substitute award is not made, the Stock Options will fully vest upon the change in control, and shall remain exercisable for a period to be established by the Committee (not to exceed the original expiration date).

When the Stock Option is exercised, the Participant must hold for an additional one year the net shares received after covering the exercise price, taxes and any transaction costs. This hold period ends earlier upon the Participant's death or disability or the Company's change in

control. If the Participant's employment is terminated by the Company for cause during the holding period, any shares subject to the holding period requirement shall be forfeited and cancelled without consideration.

The description of the Stock Option Agreement contained herein is qualified in its entirety by reference to the form of Nonqualified Stock Option Award Agreement that is filed herewith as Exhibit 10.3 and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

(d) *Exhibits*

| <u>Exhibit</u> | <u>Description</u> |
|----------------|---|
| 10.1 | Form of Performance-Vesting Restricted Stock Unit Award Agreement |
| 10.2 | Form of Time-Vesting Restricted Stock Unit Award Agreement |
| 10.3 | Form of Nonqualified Stock Option Award Agreement |

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

CELANESE CORPORATION

By: /s/ James R. Peacock III

Name: James R. Peacock III

Title: Vice President, Deputy General Counsel and
Assistant Corporate Secretary

Date: September 13, 2010

EXHIBIT INDEX

| <u>Exhibit</u> | <u>Description</u> | <u>Filed or Incorporated</u> |
|----------------|---|------------------------------|
| 10.1 | Form of Performance-Vesting Restricted Stock Unit Award Agreement | Filed herewith |
| 10.2 | Form of Time-Vesting Restricted Stock Unit Award Agreement | Filed herewith |
| 10.3 | Form of Nonqualified Stock Option Award Agreement | Filed herewith |





**CELANESE CORPORATION
2009 GLOBAL INCENTIVE PLAN**

**PERFORMANCE-VESTING RESTRICTED STOCK UNIT AWARD AGREEMENT
DATED <<Grant Date>>**

<<NAME>>

Pursuant to the terms and conditions of the Celanese Corporation 2009 Global Incentive Plan, you have been awarded Performance-Vesting Restricted Stock Units, subject to the restrictions described in this Agreement:

Performance RSU Target Award

<<Target Units>> Units

This grant is made pursuant to the Performance-Vesting Restricted Stock Unit Award Agreement dated as of <<Grant Date> > , between Celanese and you, which Agreement is attached hereto and made a part hereof.

**CELANESE CORPORATION
2009 GLOBAL INCENTIVE PLAN**

PERFORMANCE-VESTING RESTRICTED STOCK UNIT AWARD AGREEMENT

This Performance-Vesting Restricted Stock Unit Award Agreement (the "Agreement") is made and entered into effect as of <<Grant Date>> (the "Grant Date"), by and between Celanese Corporation, a Delaware corporation (the "Company"), and <<NAME>> (the "Participant"). Capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to such terms in the Celanese Corporation 2009 Global Incentive Plan (as amended from time to time, the "2009 Plan").

1. Performance RSU Award : In order to encourage Participant's contribution to the successful performance of the Company, the Company hereby grants to Participant as of the Grant Date, pursuant to the terms of the 2009 Plan and this Agreement, an award (the "Award") of <<# Units>> performance-vesting Restricted Stock Units ("Performance RSUs") representing the right to receive, subject to the attainment of the performance goals set forth in Appendix A, the number of Common Shares to be determined in accordance with the formula set forth in Appendix A. The Participant hereby acknowledges and accepts such Award upon the terms and subject to the performance requirements and other conditions, restrictions and limitations contained in this Agreement and the 2009 Plan.

2. Performance-Based Vesting : Subject to Section 4 and Section 7 of this Agreement, Performance RSUs in an aggregate amount to be determined in accordance with the performance measures, targets and methodology set forth in Appendix A shall vest on October 1, 2013 (or the next preceding trading day if the New York Stock Exchange is not open for trading on such date) (the "Vesting Date").

3. Holding Period Requirement : On the Vesting Date, a proportion of the Performance RSUs scheduled to vest on such date, <<transferable percent>> ("Transferable RSUs"), will be settled in accordance with the provisions of Section 5(a). The remaining Performance RSUs scheduled to vest on such date, <<hold percent>> ("Holding Period RSUs"), will be subject to any applicable employment taxes (but not federal or state income taxes, if applicable) under Section 8 upon such vesting, and will be non-transferable and subject to a holding period requirement with the effect that the Holding Period RSUs, net of any employment taxes required to be paid by withholding shares under Section 8, shall be settled under Section 5(b) upon the earliest of (a) the seventh anniversary of the Grant Date, (b) the Participant's death or Disability, or (c) the occurrence of a Change in Control (the "Delivery Date"); provided, however, that in the event of a termination for Cause prior to the Delivery Date, the Holding Period RSUs (if any) shall be immediately forfeited and cancelled without consideration as of such date.

4. Effects of Certain Events :

(a) Upon the termination of the Participant's employment by the Company without Cause prior to the Vesting Date, a prorated number of Performance RSUs in an amount equal to (i) the number of Performance RSUs granted hereby multiplied by (ii) a fraction, the numerator of which is the number of complete calendar months between the Grant Date and the date of termination, and the denominator of which is thirty-six, such product to be rounded up to the nearest whole number, shall immediately vest, will be subject to any applicable employment taxes (but not federal or state income taxes, if applicable) under Section 8 upon such vesting, and will be non-transferable and subject to a holding period requirement as provided in Section 3, with the effect that such adjusted Performance RSUs shall be treated as Holding Period RSUs, and shall be settled under Section 5(b) on the later of (A) the Delivery Date (as defined in Section 3) or (B) within thirty (30) days after the Vesting Date, subject to adjustment for the achievement of the performance goals outlined herein and as applied to all other Participants, and subject to the provisions of Section 8. The remaining portion of the Award shall be immediately forfeited and cancelled without consideration as of the date of the Participant's termination of employment.

(b) Upon the termination of the Participant's employment due to the Participant's death or Disability prior to the Vesting Date, a prorated number of Performance RSUs will vest in an amount equal to (i) the Target number of Performance RSUs multiplied by (ii) a fraction, the numerator of which is the number of complete calendar months from the Grant Date to the date of termination, and the denominator of which is thirty-six, such product to be rounded up to the nearest whole number. The prorated number of Performance RSUs shall immediately vest and a number of Common Shares equal to such prorated number of Performance RSUs shall be delivered to the Participant within thirty (30) days following the date of termination, subject to the provisions of Section 8. The remaining portion of the Award shall be immediately forfeited and cancelled without consideration as of the date of the Participant's termination of employment for death or Disability.

(c) Upon the termination of a Participant's employment with the Company for any other reason prior to the Vesting Date, the Award shall be immediately forfeited and cancelled without consideration as of the date of the Participant's termination of employment.

(d) Upon the termination of a Participant's employment with the Company for any reason on or after the Vesting Date and before the Delivery Date, any Holding Period RSUs shall remain subject to the provisions of this Agreement until the applicable Delivery Date, except that in the event of a termination for Cause, in which case the Holding Period RSUs (if any) shall be immediately forfeited and cancelled without consideration as of such date.

5. Settlement of Performance RSUs :

(a) Subject to Sections 3, 4, 7 and 8 of this Agreement, the Company shall deliver to the Participant (or to a Company-designated brokerage firm or plan administrator) as soon as administratively practicable following the Vesting Date (but in no event later than 2 ½ months after the Vesting Date), in complete settlement of all Transferable RSUs vesting on the Vesting Date, a number of Common Shares equal to the number of all Transferable RSUs that are vested Performance RSUs determined in accordance with this Agreement.

(b) Subject to Sections 3, 4, 7 and 8 of this Agreement, the Company shall deliver to the Participant (or to a Company-designated brokerage firm or plan administrator) as soon as administratively practicable following the applicable Delivery Date (but in no event later than 2 ½ months after the applicable Delivery Date), in complete settlement of all Holding Period RSUs to be settled on such Delivery Date, a number of Common Shares equal to the number of Holding Period RSUs to be settled on such Delivery Date.

6. Rights as a Stockholder : The Participant shall have no voting, dividend or other rights as a stockholder with respect to the Award until the Performance RSUs have vested, any applicable holding period has expired and Common Shares have been delivered pursuant to this Agreement; provided, however, that for Holding Period RSUs from and after the Vesting Date, if a cash dividend is paid with respect to Common Shares, a cash dividend equivalent equal to the total cash dividend the Participant would have received had the Holding Period RSUs been actual Common Shares will be accumulated and paid in cash when the Holding Period RSUs are settled in accordance with Section 5(b), subject to the requirements of Section 8. No interest is credited on the accrued dividend equivalents prior to payment.

7. Change in Control; Dissolution :

(a) Notwithstanding any other provision of this Agreement to the contrary, upon the occurrence of a Change in Control, (1) with respect to any unvested Performance RSUs granted pursuant to this Agreement that have not previously been forfeited:

(i) If (i) a Participant's rights to the unvested portion of the Award are not adversely affected in connection with the Change in Control, or, if adversely affected, a substitute award with an equivalent (or greater) economic value and no less favorable vesting conditions is granted to the Participant upon the occurrence of a Change in Control, and (ii) the Participant's employment is terminated by the Company (or its successor) without Cause within two years following the Change in Control, then Performance RSUs in an amount equal to the Target number of Performance RSUs granted hereby (or, as applicable, the substitute award) shall immediately vest and a number of Common Shares equal to the number of such Performance RSUs shall be delivered to the Participant within thirty (30) days following the date of termination, subject to the provisions of Section 8.

(ii) If a Participant's right to the unvested portion of the Award is adversely affected in connection with the Change in Control and a substitute award is not made pursuant to Section 7(a)(i) above, then upon the occurrence of a Change in Control, the Target number of Performance RSUs granted hereby shall immediately vest and a number of Common Shares equal to the number of such Performance RSUs shall be delivered to the Participant within thirty (30) days following the occurrence of the Change in Control, subject to the provisions of Section 8.

and (2) with respect to any Holding Period RSUs that have not previously been delivered pursuant to this Agreement, the holding period with respect to such Holding Period RSUs shall terminate, and a number of Common Shares equal to the number of Holding Period RSUs then outstanding shall be delivered to the Participant, subject to the provisions of Section 8.

(b) Notwithstanding any other provision of this Agreement to the contrary, in the event of a corporate dissolution of the Company that is taxed under Section 331 of the Internal Revenue Code of 1986, as amended, then in accordance with Treasury Regulation Section 1.409A-3(j)(4)(ix)(A), this Agreement shall terminate and any Performance RSUs granted pursuant to this Agreement that have not previously been forfeited shall immediately become Common Shares and shall be delivered to the Participant within thirty (30) days following such dissolution.

8. Income and Other Taxes : The Company shall not deliver Common Shares in respect of any Performance RSUs unless and until the Participant has made arrangements satisfactory to the Committee to satisfy applicable withholding tax obligations for US federal, state, and local income taxes (or the foreign counterpart thereof) and applicable employment taxes. Unless otherwise permitted by the Committee, withholding shall be effected at the minimum statutory rates by withholding Common Shares issuable in connection with the vesting of Performance RSUs. The Participant acknowledges that the Company shall have the right to deduct any taxes required to be withheld by law in connection with the delivery of Common Shares issued in respect of any vested Performance RSUs from any amounts payable by it to the Participant (including, without limitation, future cash wages). The Participant acknowledges and agrees that amounts withheld by the Company for taxes may be less than amounts actually owed for taxes by the Participant in respect of the Award. Any vested Performance RSUs shall be reflected in the Company's records as issued on the respective dates of issuance set forth in this Agreement, irrespective of whether delivery of such Common Shares is pending the Participant's satisfaction of his or her withholding tax obligations.

9. Securities Laws : The Company may impose such restrictions, conditions or limitations as it determines appropriate as to the timing and manner of any resales by the Participant or other subsequent transfers by the Participant of any Common Shares issued as a result of the vesting or settlement of the Performance RSUs, including without limitation (a) restrictions under an insider trading policy, and (b) restrictions as to the use of a specified brokerage firm for such resales or other transfers. Upon the acquisition of any Common Shares pursuant to the vesting or settlement of the Performance RSUs, the Participant will make or enter into such written representations, warranties and agreements as the Company may reasonably request in order to comply with applicable securities laws or with this Agreement and the 2009 Plan. All accounts in which such Common Shares are held or any certificates for Common Shares shall be subject to such stop transfer orders and other restrictions as the Company may deem advisable under the rules, regulations and other requirements of the Securities and Exchange

Commission, any stock exchange or quotation system upon which the Common Shares are then listed or quoted, and any applicable federal or state securities law, and the Company may cause a legend or legends to be put on any such certificates (or other appropriate restrictions and/or notations to be associated with any accounts in which such Common Shares are held) to make appropriate reference to such restrictions.

10. Non-Transferability of Award : The Performance RSUs, including Holding Period RSUs, may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by the Participant other than by will or by the laws of descent and distribution, and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance shall be void and unenforceable against the Company; provided, that the Participant may designate a beneficiary, on a form provided by the Company, to receive any portion of the Award payable hereunder following the Participant's death.

11. Other Agreements : Subject to Sections 11(a) and 11(b) of this Agreement, this Agreement and the 2009 Plan constitute the entire understanding between the Participant and the Company regarding the Award, and any prior agreements, commitments or negotiations concerning the Award are superseded.

(a) The Participant acknowledges that as a condition to the receipt of the Award, the Participant:

(1) shall have delivered to the Company an executed copy of this Agreement;

(2) shall be subject to the Company's stock ownership guidelines;

(3) shall be subject to policies and agreements adopted by the Company from time to time, and applicable laws and regulations, requiring the repayment by the Participant of incentive compensation under certain circumstances, without any further act or deed or consent of the Participant; and

(4) shall have delivered to the Company an executed copy of the Long-Term Incentive Claw-Back Agreement (if a current version of such Long-Term Incentive Claw-Back Agreement is not already on file, as determined by the Committee in its sole discretion). For purposes hereof, "Long-Term Incentive Claw-Back Agreement" means an agreement between the Company and the Participant associated with the grant of long-term incentives of the Company, which contains terms, conditions, restrictions and provisions regarding one or more of (i) noncompetition by the Participant with the Company, and its customers and clients; (ii) nonsolicitation and non-hiring by the Participant of the Company's employees, former employees or consultants; (iii) maintenance of confidentiality of the Company's and/or clients' information, including intellectual property; (iv) nondisparagement of the Company; and (v) such other matters deemed necessary, desirable or appropriate by the Company for such an agreement in view of the rights and benefits conveyed in connection with an award.

(b) If the Participant is a non-resident of the U.S., there may be an addendum containing special terms and conditions applicable to awards in the Participant's country. The issuance of the Award to any such Participant is contingent upon the Participant executing and returning any such addendum in the manner directed by the Company.

12. Not a Contract for Employment; No Acquired Rights; Agreement Changes : Nothing in the 2009 Plan, this Agreement or any other instrument executed in connection with the Award shall confer upon the Participant any right to continue in the Company's employ or service nor limit in any way the Company's right to terminate the Participant's employment at any time for any reason. The grant of Performance RSUs hereunder, and any future grant of awards to the Participant under the 2009 Plan, is entirely voluntary and at the complete and sole discretion of the Company. Neither the grant of these Performance RSUs nor any future grant of awards by the Company shall be deemed to create any obligation to grant any further awards, whether or not such a reservation is expressly stated at the time of such grants. The Company has the right, at any time and for any reason, to amend, suspend or terminate the 2009 Plan; provided, however, that no such amendment, suspension, or termination shall adversely affect the Participant's rights hereunder.

13. Severability : In the event that any provision of this Agreement is declared to be illegal, invalid or otherwise unenforceable by a court of competent jurisdiction, such provision shall be reformed, if possible, to the extent necessary to render it legal, valid and enforceable, or otherwise deleted, and the remainder of this Agreement shall not be affected except to the extent necessary to reform or delete such illegal, invalid or unenforceable provision.

14. Further Assurances : Each party shall cooperate and take such action as may be reasonably requested by either party hereto in order to carry out the provisions and purposes of this Agreement.

15. Binding Effect : The Award and this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective permitted heirs, beneficiaries, successors and assigns.

16. Electronic Delivery : By executing this Agreement, the Participant hereby consents to the delivery of any and all information (including, without limitation, information required to be delivered to the Participant pursuant to applicable securities laws), in whole or in part, regarding the Company and its subsidiaries, the 2009 Plan, and the Award via electronic mail, the Company's or a plan administrator's web site, or other means of electronic delivery.

17. Personal Data : By accepting the Award under this Agreement, the Participant hereby consents to the Company's use, dissemination and disclosure of any information pertaining to the Participant that the Company determines to be necessary or desirable for the implementation, administration and management of the 2009 Plan.

18. Governing Law : The Award and this Agreement shall be interpreted and construed in accordance with the laws of the state of Delaware and applicable federal law.

19. Performance RSUs Subject to Plan : By entering into this Agreement the Participant agrees and acknowledges that the Participant has received and read a copy of the 2009 Plan and the 2009 Plan's prospectus. The Performance RSUs and the Common Shares issued upon vesting of such Performance RSUs are subject to the 2009 Plan, which is hereby incorporated by reference. In the event of any conflict between any term or provision of this Agreement and a term or provision of the 2009 Plan, the applicable terms and provisions of the 2009 Plan shall govern and prevail.

20. Validity of Agreement : This Agreement shall be valid, binding and effective upon the Company on the Grant Date. However, the Performance RSUs granted pursuant to this Agreement shall be forfeited by the Participant and this Agreement shall have no force and effect if it is not duly executed by the Participant and delivered to the Company on or before <<Validity Date >> .

21. Headings : The headings preceding the text of the sections hereof are inserted solely for convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

22. Compliance with Section 409A of the Internal Revenue Code : Notwithstanding any provision in this Agreement to the contrary, this Agreement will be interpreted and applied so that the Agreement does not fail to meet, and is operated in accordance with, the requirements of Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations thereunder. The Company reserves the right to change the terms of this Agreement and the 2009 Plan without the Participant's consent to the extent necessary or desirable to comply with the requirements of Internal Revenue Code Section 409A, the Treasury regulations and other guidance thereunder. Further, in accordance with the restrictions provided by Treasury Regulation Section 1.409A-3(j)(2), any subsequent amendments to this Agreement or any other agreement, or the entering into or termination of any other agreement, affecting the Performance RSUs provided by this Agreement shall not modify the time or form of issuance of the Performance RSUs set forth in this Agreement. In addition, if the Participant is a "specified employee" within the meaning of Section 409A, as determined by the Company, any payment made in connection with the Participant's separation from service shall not be made earlier than six (6) months and one day after the date of such separation from service to the extent required by Section 409A.

23. Definitions : The following terms shall have the following meanings for purposes of this Agreement, notwithstanding any contrary definition in the 2009 Plan:

(a) "*Cause*" means (i) the Participant's willful failure to perform the Participant's duties to the Company (other than as a result of total or partial incapacity due to physical or mental illness) for a period of 30 days following written notice by the Company to Participant of such failure, (ii) conviction of, or a plea of nolo contendere to, (x) a felony under the laws of the United States or any state thereof or any similar criminal act in a jurisdiction outside the United States or (y) a crime involving moral turpitude, (iii) the Participant's willful malfeasance or willful misconduct which is demonstrably injurious to the Company or its affiliates, (iv) any act of fraud by the Participant, (v) any material violation of the Company's business conduct policy, (vi) any material violation of the Company's policies concerning harassment or discrimination, (vii) the Participant's conduct that causes material harm to the business reputation of the Company or its affiliates, or (viii) the Participant's breach of any confidentiality, intellectual property, non-competition or non-solicitation provisions applicable to the Participant under the Long-Term Incentive Claw-Back Agreement or any other agreement between the Participant and the Company.

(b) "*Change in Control*" of the Company shall mean, in accordance with Treasury Regulation Section 1.409A-3(i)(5), any of the following:

(i) any one person, or more than one person acting as a group, acquires ownership of stock of the Company that, together with stock held by such person or group, constitutes more than 50% of the total voting power of the stock of the Company; or

(ii) a majority of members of the Board is replaced during any 12-month period by directors whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election; or

(iii) any one person, or more than one person acting as a group, acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to 50% or more of all of the assets of the Company immediately prior to such acquisition or acquisitions.

(c) "*Disability*" has the same meaning as "Disability" in the Celanese Corporation 2008 Deferred Compensation Plan or such other meaning as determined by the Committee in its sole discretion, provided that in all events a "Disability" under this Agreement shall constitute a "disability" within the meaning of Treasury Regulation Section 1.409A-3(i)(4).

(d) "*Operating EBITDA*" means a measure used by the Company's management to measure performance and is

defined as operating profit from continuing operations, plus equity in net earnings from affiliates, other income and depreciation and amortization, and further adjusted for other charges and other adjustments as determined by the Company (consistent with the provisions of Section 13(b) of the 2009 Plan to the extent applicable) and as approved by the Committee.

(e) “*Total Shareholder Return*” or “*TSR*” means the change in the price of the Common Shares, including dividends (as if reinvested), cumulatively over the period October 1, 2010 through September 30, 2013 (the “*TSR Performance Period*”), as determined in good faith and in the sole discretion of the Committee. Total Shareholder Return for the Company and the Peer Group shall be calculated using the average of the last reported sales price per share of voting common stock on the New York Stock Exchange Composite Transactions (or such other comparable securities exchange or trading market as the common stock of the Company or the applicable Peer Group company shall then be traded) for the last twenty (20) trading days preceding October 1, 2010, and for the last twenty (20) trading days preceding September 30, 2013.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed on its behalf by its duly authorized officer and the Participant has also executed this Agreement in duplicate.

CELANESE CORPORATION

By: /s/ David N. Weidman
Chairman and Chief Executive Officer

This Agreement has been accepted and agreed to by the undersigned Participant.

PARTICIPANT

By:

Name: <<NAME>>

Employee ID: << Personnel Number>>

Date:

APPENDIX A

CALCULATION OF THE PERFORMANCE-BASED VESTING

| | | | |
|--|--------------------------|----------------|-------------|
| Name of Participant: | <<NAME>> | | |
| Grant Date: | <<Grant Date>> | | |
| | Threshold ⁽¹⁾ | Target | Maximum |
| Performance RSUs subject to the Award: | <Threshold units> | <Target Units> | <Max Units> |

⁽¹⁾ No Performance RSUs will be earned if Operating EBITDA performance results achieved are below Threshold.

Performance-Based Vesting Calculation

The percentage of Performance RSUs that may vest on October 1, 2013 is subject to the achievement of specified levels of (i) the Company's Operating EBITDA during its 2011 and 2012 fiscal years and (ii) the Company's Total Shareholder Return as compared with peer companies during the TSR Performance Period, where the potential performance-based vesting outcomes are summarized as follows:

Table 1 – Potential Performance-Based Vesting Outcomes:

| | | Relative TSR | | |
|-------------------------|------------------------|-----------------|--------|---------|
| | | Below Threshold | Target | Stretch |
| Operating EBITDA | Below Threshold | 0% | 0% | 0% |
| | Threshold | 25% | 50% | 75% |
| | Target | 50% | 100% | 150% |
| | Stretch | 75% | 150% | 225% |

A. Calculating the Award Adjustment based on the Operating EBITDA Results Achieved

The following table outlines the respective measurement periods, weightings and performance goals/ranges for the Operating EBITDA performance measure.

Table 2 – Operating EBITDA Performance Goals and Payout Range:

| Measurement Period | Period Weight | Operating EBITDA Performance Goal / Range (Millions) | | | Operating EBITDA Performance Percentage Range ⁽¹⁾ | | |
|------------------------|---------------|--|--------|---------|--|-------------|-------------|
| | | Threshold | Target | Stretch | Threshold | Target | Stretch |
| 1/1/2011 to 12/31/2011 | 40% | | | | 20% | 40% | 60% |
| 1/1/2012 to 12/31/2012 | 40% | | | | 20% | 40% | 60% |
| 1/1/2011 to 12/31/2012 | 20% | | | | 10% | 20% | 30% |
| | 100% | | | | 50% | 100% | 150% |

⁽¹⁾ No Operating EBITDA performance percentage will be earned (0%) if the actual performance results achieved are below threshold for each respective measurement period.

The Participant's Performance RSU Target Award will be adjusted (up or down) based on the Company's absolute achievement of the Operating EBITDA performance goals as follows:

1. The Operating EBITDA performance percentage for each measurement period shall be calculated by straight-line interpolation for results achieved between Threshold and Target, or for results achieved between Target and Stretch;
2. For each measurement period, the result of step 1 (a percentage) shall be multiplied by the Target number of Performance RSUs;
3. The results of step 2 for each measurement period shall be added together to determine the total number of Operating EBITDA adjusted RSUs ("Adjusted RSUs").

B. Calculating the Award Adjustment based on the Relative TSR Results Achieved

Relative TSR performance will be calculated after the end of the TSR Performance Period. The resulting calculation will increase or decrease the number of Adjusted RSUs by a percentage between 50% and 150%.

Table 3 – TSR Performance Goals and Payout Range:

| | TSR Performance Percentile | TSR Payout Level |
|------------------|-----------------------------------|-------------------------|
| Threshold | 20th or below | 50% |
| Target | 50th | 100% |
| Stretch | 80th or above | 150% |

The Participant's Adjusted RSUs will be further adjusted based on Relative TSR as follows:

1. Calculate Total Shareholder Return for each company in the Peer Group (as set forth on Appendix B) for the TSR Performance Period and rank such companies from lowest to highest as measured by TSR.
2. Determine the Threshold, Target and Stretch Performance Levels for the Peer Group (excluding the Company) using a rank-based methodology as follows:

N = the number of companies that remain in the Peer Group on September 30, 2013

Threshold Performance Level = $.2 (N+1)$

Target Performance Level = $.5 (N+1)$

Stretch Performance Level = $.8 (N+1)$

If any Performance Level does not correspond exactly to a company in the Peer Group ranking, then the company that corresponds most closely to the specific performance level (whether higher or lower) shall represent such Performance Level.

3. Determine the Company's rank against the Peer Group TSR performance results:

a. if the Company's TSR performance achieved is between Threshold and Target :

$X\% = (100\% - 50\%) / (\text{the number of companies ranked between Threshold Performance Level and Target Performance Level including the Company})$

Add X% to 50% (the Threshold TSR Payout Level) for each position the Company is ranked above the Threshold Performance Level.

b. if the Company's TSR performance achieved is between Target and Stretch :

$X\% = (150\% - 100\%) / (\text{the number of companies ranked between Target Performance Level and Stretch Performance Level including the Company})$

Add X% to 100% (the Target TSR Payout Level) for each position the Company is ranked above Target Performance Level.

4. Multiply the percentage resulting from step 3 above by the number of Adjusted RSUs to calculate the number of Performance RSUs that shall vest (rounded to the nearest whole unit) and become vested.

APPENDIX B

PEER GROUP COMPANIES

The peer group was established by selecting all of the companies comprising the Dow Jones U.S. Chemicals Index (DJUSCH) as of September 30, 2010 ¹ (the "Peer Group"). The companies in the Index on that date, not including Celanese, were:

Table 1 – Peer Group Companies:

| <u>Company</u> | <u>Ticker</u> | <u>Company</u> | <u>Ticker</u> |
|--|---------------|--------------------------------|---------------|
| 1.A. Schulman, Inc. | SHLM | 19.Lubrizol Corp. | LZ |
| 2.Air Products & Chemicals Inc. | APD | 20.Mineral Technologies Inc. | MTX |
| 3.Airgas Inc. | ARG | 21.Mosaic Co. | MOS |
| 4.Albermarle Corp. | ALB | 22.NewMarket Corp. | NEU |
| 5.Ashland Inc. | ASH | 23.Olin Corp. | OLN |
| 6.Avery Dennison Corp. | AVY | 24.OM Group Inc. | OMG |
| 7.Cabot Corp. | CBT | 25.PPG Industries Inc. | PPG |
| 8.Calgon Carbon Corp. | CCC | 26.Praxair Inc. | PX |
| 9.CF Industries Holdings Inc. | CF | 27.Rockwood Holdings Inc. | ROC |
| 10.Cytec Industries Inc. | CYT | 28.RPM International Inc. | RPM |
| 11.Dow Chemical Co. | DOW | 29.Sensient Technologies Corp. | SXT |
| 12.E. I. DuPont de Nemours & Co. | DD | 30.Sigma-Aldrich Corp. | SIAL |
| 13.Eastman Chemical Co. | EMN | 31.Solutia Inc. | SOA |
| 14.Ecolab Inc. | ECL | 32.W. R. Grace & Co. | GRA |
| 15.FMC Corp. | FMC | 33. | |
| 16.H. B. Fuller Co. | FUL | 34. | |
| 17.Huntsman Corporation | HUN | 35. | |
| 18.International Flavors & Fragrances Inc. | IFF | | |

If one or more members of the Peer Group cease to be a publicly traded entity during the TSR Performance Period, then that company will be removed from the Peer Group. No additional companies will be added to the Peer Group (closed group) for purposes of this Award.

¹ Adjust listing of peer companies as of September 30, if necessary, to conform to the Dow Jones U.S. Chemicals Index (DJUSCH).





**CELANESE CORPORATION
2009 GLOBAL INCENTIVE PLAN**

**TIME-VESTING RESTRICTED STOCK UNIT AWARD AGREEMENT
DATED <<Grant Date>>**

<<NAME>>

Pursuant to the terms and conditions of the Celanese Corporation 2009 Global Incentive Plan, you have been awarded Time-Vesting Restricted Stock Units, subject to the restrictions described in this Agreement:

RSU Award

<<Units>> Units

This grant is made pursuant to the Time-Vesting Restricted Stock Unit Award Agreement dated as of <<Grant Date>> , between Celanese and you, which Agreement is attached hereto and made a part hereof.

**CELANESE CORPORATION
2009 GLOBAL INCENTIVE PLAN**

TIME-VESTING RESTRICTED STOCK UNIT AWARD AGREEMENT

This Time-Vesting Restricted Stock Unit Award Agreement (the "Agreement") is made and entered into effect as of <<Grant Date>> (the "Grant Date"), by and between Celanese Corporation, a Delaware corporation (the "Company"), and <<NAME>> (the "Participant"). Capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to such terms in the Celanese Corporation 2009 Global Incentive Plan (as amended from time to time, the "2009 Plan").

1. **Time-Vesting RSU Award** : In order to encourage Participant's contribution to the successful performance of the Company, the Company hereby grants to Participant as of the Grant Date, pursuant to the terms of the 2009 Plan and this Agreement, an award (the "Award") of time-vesting Restricted Stock Units ("RSUs") representing the right to receive an equal number of Common Shares upon vesting, subject to the additional holding period requirements of Section 3. The Participant hereby acknowledges and accepts such Award upon the terms and subject to the conditions, restrictions and limitations contained in this Agreement and the 2009 Plan.

2. **Time-Based Vesting** : Subject to Section 4 and Section 7 of this Agreement, «Number_Units__30» RSUs shall vest on October 1, 2011; «Number_Units__30» RSUs shall vest on October 1, 2012; and «Number_Units__40» RSUs shall vest on October 1, 2013, which may be rounded in each case to avoid fractional shares. Each such date shall be referred to as a "Vesting Date". Each period between the Grant Date and a Vesting Date shall be referred to as a "Vesting Period".

3. **Holding Period Requirement** : On each Vesting Date, a proportion of the RSUs scheduled to vest on such date, <<transferable percent>> ("Transferable RSUs"), will be settled in accordance with the provisions of Section 5(a). The remaining RSUs scheduled to vest on such date, <<hold percent>> ("Holding Period RSUs"), will be subject to any applicable employment taxes (but not federal or state income taxes, if applicable) under Section 8 upon such vesting, and will be non-transferable and subject to a holding period requirement with the effect that the Holding Period RSUs, net of any employment taxes required to be paid by withholding shares under Section 8, shall be settled under Section 5(b) upon the earliest of (a) the seventh anniversary of the Grant Date, (b) the Participant's death or Disability, or (c) the occurrence of a Change in Control (the "Delivery Date"); provided, however, that in the event of a termination for Cause prior to the Delivery Date, the Holding Period RSUs (if any) shall be immediately forfeited and cancelled without consideration as of such date.

4. **Effects of Certain Events Prior to Vesting** :

(a) Upon the termination of the Participant's employment by the Company without Cause or due to the Participant's death or Disability, a prorated portion of the RSUs that remain unvested will vest in an amount equal to (i) the unvested RSUs in each Vesting Period multiplied by (ii) a fraction, the numerator of which is the number of complete calendar months from the Grant Date to the date of termination, and the denominator of which is the number of full calendar months in each applicable Vesting Period, such product to be rounded up to the nearest whole number. In the case of termination

(A) without Cause, (1) such prorated number of unvested RSUs shall vest and will be subject to any applicable employment taxes (but not federal or state income taxes, if applicable) under Section 8 upon such vesting, (2) a portion of such unvested RSUs, <<hold percent>> ("Holding Period RSUs"), which may be rounded in each case to avoid fractional shares, will be non-transferable and subject to a holding period requirement as provided in Section 3, with the effect that such portion of adjusted RSUs shall be treated as Holding Period RSUs, and shall be settled under Section 5(b) on the Delivery Date (as defined in Section 3), and (3) the remaining portion of such RSUs, <<transferable percent>> ("Transferable RSUs"), which may be rounded in each case to avoid fractional shares, will be settled in accordance with the provisions of Section 5 (a), subject to the provisions of Section 8; and

(B) by reason of the Participant's death or Disability, such prorated number of RSUs shall vest and a number of Common Shares equal to such prorated number of RSUs shall be delivered to the Participant within thirty (30) days following the original applicable Vesting Date, subject to the provisions of Section 8. The remaining portion of the Award shall be immediately forfeited and cancelled without consideration as of the date of the Participant's termination of employment.

(b) Upon the termination of the Participant's employment for any other reason, the unvested portion of the Award shall be immediately forfeited and cancelled without consideration as of the date of the Participant's termination of employment, and any Holding Period RSUs shall remain subject to the provisions of this Agreement until the applicable Delivery Date, except in the case of a termination for Cause, in which case the Holding Period RSUs (if any) shall be immediately forfeited and cancelled without consideration as of such date.

5. **Settlement of RSUs** :

(a) Subject to Sections 3, 4, 7 and 8 of this Agreement, the Company shall deliver to the Participant (or to a Company-designated brokerage firm or plan administrator) as soon as administratively practicable following the applicable Vesting Date (but in no event later than 2 ½ months after the applicable Vesting Date), in complete settlement of all Transferable RSUs vesting on such Vesting Date, a number of Common Shares equal to the number of Transferable RSUs vesting on such Vesting Date.

(b) Subject to Sections 3, 4, 7 and 8 of this Agreement, the Company shall deliver to the Participant (or to a Company-designated brokerage firm or plan administrator) as soon as administratively practicable following the applicable Delivery Date (but in no event later than 2 ½ months after the applicable Delivery Date), in complete settlement of all Holding Period RSUs to be settled on such Delivery Date, a number of Common Shares equal to the number of Holding Period RSUs to be settled on such Delivery Date.

6. **Rights as a Stockholder** : The Participant shall have no voting, dividend or other rights as a stockholder with respect to the Award until the RSUs have vested, any applicable holding period has expired and Common Shares have been delivered pursuant to this Agreement; provided, however, that for Holding Period RSUs from and after the Vesting Date, if a cash dividend is paid with respect to Common Shares, a cash dividend equivalent equal to the total cash dividend the Participant would have received had the Holding Period RSUs been actual Common Shares will be accumulated and paid in cash when the Holding Period RSUs are settled in accordance with Section 5(b), subject to the requirements of Section 8. No interest is credited on the accrued dividend equivalents prior to payment.

7. **Change in Control; Dissolution** :

(a) Notwithstanding any other provision of this Agreement to the contrary, upon the occurrence of a Change in Control,

(1) with respect to any unvested RSUs granted pursuant to this Agreement that have not previously been forfeited:

(A) If (i) a Participant's rights to the unvested portion of the Award are not adversely affected in connection with the Change in Control, or, if adversely affected, a substitute award with an equivalent (or greater) economic value and no less favorable vesting conditions is granted to the Participant upon the occurrence of a Change in Control, and (ii) the Participant's employment is terminated by the Company (or its successor) without Cause within two years following the Change in Control, then the unvested portion of the Award (or, as applicable, the substitute award) shall immediately vest and a number of Common Shares equal to the number of unvested RSUs shall be delivered to the Participant, subject to the provisions of Section 8.

(B) If a Participant's right to the unvested portion of the Award is adversely affected in connection with the Change in Control and a substitute award is not made pursuant to Section 7(a) above, then upon the occurrence of a Change in Control, the unvested portion of the Award shall immediately vest and a number of Common Shares equal to the number of unvested RSUs shall be delivered to the Participant, subject to the provisions of Section 8; and

(2) with respect to any Holding Period RSUs that have not previously been delivered pursuant to this Agreement, the holding period with respect to such Holding Period RSUs shall terminate, and a number of Common Shares equal to the number of Holding Period RSUs then outstanding shall be delivered to the Participant, subject to the provisions of Section 8.

(b) Notwithstanding any other provision of this Agreement to the contrary, in the event of a corporate dissolution of the Company that is taxed under Section 331 of the Internal Revenue Code of 1986, as amended, then in accordance with Treasury Regulation Section 1.409A-3(j)(4)(ix)(A), this Agreement shall terminate and any RSUs granted pursuant to this Agreement that have not previously been forfeited shall immediately become Common Shares and shall be delivered to the Participant within thirty (30) days following such dissolution.

8. **Income and Other Taxes** : The Company shall not deliver Common Shares in respect of any RSUs unless and until the Participant has made arrangements satisfactory to the Committee to satisfy applicable withholding tax obligations for US federal, state, and local income taxes (or the foreign counterpart thereof) and applicable employment taxes. Unless otherwise permitted by the Committee, withholding shall be effected at the minimum statutory rates by withholding Common Shares issuable in connection with the vesting of RSUs. The Participant acknowledges that the Company shall have the right to deduct any taxes required to be withheld by law in connection with the delivery of Common Shares issued in respect of any vested RSUs from any amounts payable by it to the Participant (including, without limitation, future cash wages). The Participant acknowledges and agrees that amounts withheld by the Company for taxes may be less than amounts actually owed for taxes by the Participant in respect of the Award. Any vested RSUs shall be reflected in the Company's records as issued on the respective dates of issuance set forth in this Agreement, irrespective of whether delivery of such Common Shares is pending the Participant's satisfaction of his or her withholding tax obligations.

9. **Securities Laws** : The Company may impose such restrictions, conditions or limitations as it determines appropriate as to the timing and manner of any resales by the Participant or other subsequent transfers by the Participant of any Common Shares issued as a result of the vesting or settlement of the RSUs, including without limitation (a) restrictions under an insider trading policy, and (b) restrictions as to the use of a specified brokerage firm for such resales or other transfers. Upon the acquisition of any Common Shares pursuant to the vesting or settlement of the RSUs, the Participant will make or enter into such written representations, warranties and agreements as the Company may reasonably request in order to comply with applicable securities laws or with this Agreement and the 2009 Plan. All accounts in which such Common Shares are held or any certificates for Common Shares shall be subject to such stop transfer orders and other restrictions as the Company may deem advisable under the rules, regulations and other requirements of the Securities and Exchange Commission, any stock exchange or quotation system upon which the Common Shares are then listed or quoted, and any applicable federal or state securities law, and the Company may cause a legend or legends to be put on any such certificates (or other appropriate restrictions and/or notations to be associated with any accounts in which such Common Shares are held) to make appropriate reference to such restrictions.

10. **Non-Transferability of Award**: The RSUs, including Holding Period RSUs, may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by the Participant other than by will or by the laws of descent and distribution, and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance shall be void and unenforceable against the Company; provided, that the Participant may designate a beneficiary, on a form provided by the Company, to receive any portion of the Award payable hereunder following the Participant's death.

11. **Other Agreements**: Subject to Sections 11(a) and 11(b) of this Agreement, this Agreement and the 2009 Plan constitute the entire understanding between the Participant and the Company regarding the Award, and any prior agreements, commitments or negotiations concerning the Award are superseded.

(a) The Participant acknowledges that as a condition to the receipt of the Award, the Participant:

(1) shall have delivered to the Company an executed copy of this Agreement;

(2) shall be subject to the Company's stock ownership guidelines;

(3) shall be subject to policies and agreements adopted by the Company from time to time, and applicable laws and regulations, requiring the repayment by the Participant of incentive compensation under certain circumstances, without any further act or deed or consent of the Participant; and

(4) shall have delivered to the Company an executed copy of the Long-Term Incentive Claw-Back Agreement (if a current version of such Long-Term Incentive Claw-Back Agreement is not already on file, as determined by the Committee in its sole discretion). For purposes hereof, "Long-Term Incentive Claw-Back Agreement" means an agreement between the Company and the Participant associated with the grant of long-term incentives of the Company, which contains terms, conditions, restrictions and provisions regarding one or more of (i) noncompetition by the Participant with the Company, and its customers and clients; (ii) nonsolicitation and non-hiring by the Participant of the Company's employees, former employees or consultants; (iii) maintenance of confidentiality of the Company's and/or clients' information, including intellectual property; (iv) nondisparagement of the Company; and (v) such other matters deemed necessary, desirable or appropriate by the Company for such an agreement in view of the rights and benefits conveyed in connection with an award.

(b) If the Participant is a non-resident of the U.S., there may be an addendum containing special terms and conditions applicable to awards in the Participant's country. The issuance of the Award to any such Participant is contingent upon the Participant executing and returning any such addendum in the manner directed by the Company.

12. **Not a Contract for Employment; No Acquired Rights; Agreement Changes**: Nothing in the 2009 Plan, this Agreement or any other instrument executed in connection with the Award shall confer upon the Participant any right to continue in the Company's employ or service nor limit in any way the Company's right to terminate the Participant's employment at any time for any reason. The grant of RSUs hereunder, and any future grant of awards to the Participant under the 2009 Plan, is entirely voluntary and at the complete and sole discretion of the Company. Neither the grant of these RSUs nor any future grant of awards by the Company shall be deemed to create any obligation to grant any further awards, whether or not such a reservation is expressly stated at the time of such grants. The Company has the right, at any time and for any reason, to amend, suspend or terminate the 2009 Plan; provided, however, that no such amendment, suspension, or termination shall adversely affect the Participant's rights hereunder.

13. **Severability**: In the event that any provision of this Agreement is declared to be illegal, invalid or otherwise unenforceable by a court of competent jurisdiction, such provision shall be reformed, if possible, to the extent necessary to render it legal, valid and enforceable, or otherwise deleted, and the remainder of this Agreement shall not be affected except to the extent necessary to reform or delete such illegal, invalid or unenforceable provision.

14. **Further Assurances**: Each party shall cooperate and take such action as may be reasonably requested by either party hereto in order to carry out the provisions and purposes of this Agreement.

15. **Binding Effect**: The Award and this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective permitted heirs, beneficiaries, successors and assigns.

16. **Electronic Delivery**: By executing this Agreement, the Participant hereby consents to the delivery of any and all information (including, without limitation, information required to be delivered to the Participant pursuant to applicable securities laws), in whole or in part, regarding the Company and its subsidiaries, the 2009 Plan, and the Award via electronic mail, the Company's or a plan administrator's web site, or other means of electronic delivery.

17. **Personal Data**: By accepting the Award under this Agreement, the Participant hereby consents to the Company's use, dissemination and disclosure of any information pertaining to the Participant that the Company determines to be necessary or desirable for the implementation, administration and management of the 2009 Plan.

18. **Governing Law**: The Award and this Agreement shall be interpreted and construed in accordance with the laws of the state

of Delaware and applicable federal law.

19. **Restricted Stock Units Subject to Plan** : By entering into this Agreement the Participant agrees and acknowledges that the Participant has received and read a copy of the 2009 Plan and the 2009 Plan's prospectus. The RSUs and the Common Shares issued upon vesting of such RSUs are subject to the 2009 Plan, which is hereby incorporated by reference. In the event of any conflict between any term or provision of this Agreement and a term or provision of the 2009 Plan, the applicable terms and provisions of the 2009 Plan shall govern and prevail.

20. **Validity of Agreement** : This Agreement shall be valid, binding and effective upon the Company on the Grant Date. However, the RSUs granted pursuant to this Agreement shall be forfeited by the Participant and this Agreement shall have no force and effect if it is not duly executed by the Participant and delivered to the Company on or before <<Validity Date>>.

21. **Headings** : The headings preceding the text of the sections hereof are inserted solely for convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

22. **Compliance with Section 409A of the Internal Revenue Code** : Notwithstanding any provision in this Agreement to the contrary, this Agreement will be interpreted and applied so that the Agreement does not fail to meet, and is operated in accordance with, the requirements of Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations thereunder. The Company reserves the right to change the terms of this Agreement and the 2009 Plan without the Participant's consent to the extent necessary or desirable to comply with the requirements of Internal Revenue Code Section 409A, the Treasury regulations and other guidance thereunder. Further, in accordance with the restrictions provided by Treasury Regulation Section 1.409A-3(j)(2), any subsequent amendments to this Agreement or any other agreement, or the entering into or termination of any other agreement, affecting the RSUs provided by this Agreement shall not modify the time or form of issuance of the RSUs set forth in this Agreement. In addition, if the Participant is a "specified employee" within the meaning of Section 409A, as determined by the Company, any payment made in connection with the Participant's separation from service shall not be made earlier than six (6) months and one day after the date of such separation from service to the extent required by Section 409A.

23. **Definitions** : The following terms shall have the following meanings for purposes of this Agreement, notwithstanding any contrary definition in the 2009 Plan:

(a) "*Cause*" means (i) the Participant's willful failure to perform the Participant's duties to the Company (other than as a result of total or partial incapacity due to physical or mental illness) for a period of 30 days following written notice by the Company to Participant of such failure, (ii) conviction of, or a plea of nolo contendere to, (x) a felony under the laws of the United States or any state thereof or any similar criminal act in a jurisdiction outside the United States or (y) a crime involving moral turpitude, (iii) the Participant's willful malfeasance or willful misconduct which is demonstrably injurious to the Company or its affiliates, (iv) any act of fraud by the Participant, (v) any material violation of the Company's business conduct policy, (vi) any material violation of the Company's policies concerning harassment or discrimination, (vii) the Participant's conduct that causes material harm to the business reputation of the Company or its affiliates, or (viii) the Participant's breach of any confidentiality, intellectual property, non-competition or non-solicitation provisions applicable to the Participant under the Long-Term Incentive Claw-Back Agreement or any other agreement between the Participant and the Company.

(b) "*Change in Control*" of the Company shall mean, in accordance with Treasury Regulation Section 1.409A-3(i)(5), any of the following:

(i) any one person, or more than one person acting as a group, acquires ownership of stock of the Company that, together with stock held by such person or group, constitutes more than 50% of the total voting power of the stock of the Company; or

(ii) a majority of members of the Board is replaced during any 12-month period by directors whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election; or

(iii) any one person, or more than one person acting as a group, acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to 50% or more of all of the assets of the Company immediately prior to such acquisition or acquisitions.

(c) "*Disability*" has the same meaning as "Disability" in the Celanese Corporation 2008 Deferred Compensation Plan or such other meaning as determined by the Committee in its sole discretion, provided that in all events a "disability" under this Agreement shall constitute a "disability" within the meaning of Treasury Regulation Section 1.409A-3(i)(4).

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed on its behalf by its duly authorized officer and the Participant has also executed this Agreement in duplicate.

CELANESE CORPORATION

By: /s/ David N. Weidman
Chairman and Chief Executive Officer

This Agreement has been accepted and agreed to by the undersigned Participant.

PARTICIPANT

By:

Name: <<NAME>>

Employee ID: << Personnel Number>>

Date:





**CELANESE CORPORATION
2009 GLOBAL INCENTIVE PLAN**

**NONQUALIFIED STOCK OPTION AWARD AGREEMENT
DATED <<Grant Date>>**

<<NAME>>

Pursuant to the terms and conditions of the Celanese Corporation 2009 Global Incentive Plan, you have been awarded Nonqualified Stock Options with respect to Celanese Common Stock, subject to the restrictions described in this Agreement:

Stock Option Award

<<# Shares>> Shares

This grant is made pursuant to the Nonqualified Stock Option Award Agreement dated as of <<Grant Date>> , between Celanese and you, which Agreement is attached hereto and made a part hereof.

**CELANESE CORPORATION
2009 GLOBAL INCENTIVE PLAN**

NONQUALIFIED STOCK OPTION AWARD AGREEMENT

This Nonqualified Stock Option Award Agreement (the "Agreement") is made and entered into effect as of <<Grant Date>> (the "Grant Date") by and between Celanese Corporation, a Delaware corporation (the "Company"), and <<NAME>> (the "Participant"). Capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to such terms in the Celanese Corporation 2009 Global Incentive Plan (as amended from time to time, the "2009 Plan").

1. **Grant of Option :** In order to encourage Participant's contribution to the successful performance of the Company, the Company hereby grants to Participant as of the Grant Date, pursuant to the terms of the 2009 Plan and this Agreement, an award (the "Award") of nonqualified stock options (the "Option") to purchase all or any part of the number of Common Shares that are covered by such Option at the Exercise Price per share, in each case as specified below. The Participant hereby acknowledges and accepts such Award upon the terms and subject to the performance requirements and other conditions, restrictions and limitations contained in this Agreement and the 2009 Plan.

| | |
|---|----------------------|
| Number of Common Shares Subject to Option | <<# Shares>> |
| Grant Date: | <<Grant Date>> |
| Exercise Price Per Share: | <<Exercise Price>> |
| Expiration Date: | <<Expiration Date>> |
| Vesting Schedule (each date on which a portion of the Option vests and become exercisable, a "Vesting Date", and each period between the Grant Date and a Vesting Date, a "Vesting Period") | <<Vesting Schedule>> |

2. **Non-Qualified Stock Option :** The Option is not intended to be an incentive stock option under Section 422 of the Code and this Agreement will be interpreted accordingly.

3. **Exercise of Option :**

(a) The Option shall not be exercisable as of the Grant Date. After the Grant Date, to the extent not previously exercised, and subject to termination or acceleration as provided in this Agreement or in the 2009 Plan, the Option shall be exercisable to the extent it becomes vested, as described in this Agreement, to purchase up to that number of Common Shares as set forth above, subject to the holding period requirements of Section 4 below and the Participant's continued employment with the Company (except as set forth in Section 5(a) and 5(b) below). The vesting period and/or exercisability of the Option may be adjusted by the Committee to reflect the decreased level of employment during any period in which the Participant is on an approved leave of absence or is employed on a less than full time basis.

(b) To exercise the Option (or any part thereof), the Participant shall notify the Company and its designated stock plan administrator or agent, as specified by the Company (the "Administrator"), and indicate both (i) the number of whole shares of Common Stock the Participant wishes to purchase pursuant to such Option, and (ii) how the Participant wishes the shares of Common Stock to be registered (*i.e.* – in the Participant's name or in the Participant's and the Participant's spouse's name as community property or as joint tenants with rights of survivorship).

(c) The exercise price (the "Exercise Price") of the Option is set forth in Section 1. The Company shall not be obligated to issue any Common Shares until Participant shall have paid the total Exercise Price for that number of Common Shares. The Exercise Price may be paid in any of the following forms, or in a combination thereof: (i) cash or its equivalent, (ii) by means of tendering to the Company Common Shares owned by the Participant without reference to this Option, (iii) if there is a public market for the Common Shares at the time of exercise, subject to such rules as may be established by the Committee, through delivery of irrevocable instructions to a broker to sell the Common Shares otherwise deliverable upon the exercise of the Option and deliver promptly to the Company an amount equal to the aggregate Exercise Price, or (iv) any other method approved by the Committee.

(d) Common Shares will be issued as soon as practical following exercise of the Option. Notwithstanding the above, the Company shall not be obligated to deliver any Common Shares during any period during which the Company determines that the exercisability of the Option or the delivery of Common Shares pursuant to this Agreement would violate any federal, state or other applicable laws.

4. **Holding Period Requirement** :

(a) Net Profit Shares (as defined below) acquired upon exercise of the Option must be held by the Participant until the earliest of (i) the first anniversary of the date of exercise, (ii) the Participant's death or Disability or (iii) the occurrence of a Change in Control (the "Restrictions Lapse Date"). In addition, Net Profit Shares are subject to forfeiture in connection with the termination of employment for "Cause" prior to the Restrictions Lapse Date as provided below. Any attempt to sell, transfer, pledge, sign or otherwise alienate or hypothecate Net Profit Shares prior to completion of such period shall be null and void.

(b) As of the Grant Date of this Award, Morgan Stanley Smith Barney LLC ("Administrator") has been engaged by the Company to provide record-keeping, administrative and brokerage services to participants in the 2009 Plan. In that regard, so long as Administrator remains engaged by the Company to provide those services, the Net Profit Shares shall be held in a brokerage account administered by Administrator during the period of non-transferability described in this Section 4. If the Company hereafter engages a new administrator to provide record-keeping, administrative and brokerage services as a successor to Administrator, the Participant agrees that such brokerage account shall be transferred to such successor administrator. **BY ENTERING INTO THIS AGREEMENT, THE PARTICIPANT IS ALSO HEREBY ENTERING INTO THE INSTRUCTION LETTER WITH ADMINISTRATOR IN THE FORM ATTACHED HERETO AS EXHIBIT A**, pursuant to which the Participant authorizes Administrator to follow any duly authorized instructions of the Company regarding the forfeiture of Net Profit Shares in accordance with Section 5 below. Administrator shall be a third-party beneficiary of this Agreement for purposes of relying on the provisions of this Agreement.

5. **Effects of Certain Events** :

(a) Upon the termination of Participant's employment by Company without Cause or due to the Participant's death or Disability, a prorated portion of the unvested portion of the Option will vest in an amount equal to (i) the unvested Option in each Vesting Period multiplied by (ii) a fraction, the numerator of which is the number of complete calendar months from the Grant Date to the date of termination, and the denominator of which is the number of full calendar months in each applicable Vesting Period, such product to be rounded up to the nearest whole number. The Participant (or the Participant's estate, beneficiary or legal representative) may exercise the vested portion of the Option until the earlier of (1) the twelve-month anniversary of the date of such termination of employment and (2) the Expiration Date. The remaining portion of the Option shall be forfeited and cancelled without consideration.

(b) Upon the termination of a Participant's employment with the Company by reason of the Participant's voluntary resignation, (i) the unvested portion of the Option shall be immediately forfeited and cancelled without consideration as of the date of the Participant's termination of employment, (ii) the Participant may exercise the vested portion of the Option until the earlier of (1) 90 days following the date of such termination of employment and (2) the Expiration Date, and (iii) any outstanding Net Profit Shares will continue to be subject to the holding period requirement until the Restrictions Lapse Date.

(c) Upon the termination of a Participant's employment with the Company for "Cause", (i) the Option shall be immediately forfeited and cancelled without consideration as of the date of the Participant's termination of employment, and (ii) any Net Profit Shares held by the Participant on the date of termination that have not yet become transferable in accordance with Section 4 above shall be immediately forfeited. In that case, (1) the Participant's right to vote and to receive dividends on, and all other rights, title or interest in, or with respect to, such forfeited Net Profit Shares shall automatically, without further act, terminate, and (2) such forfeited Net Profit Shares shall be returned to the Company. The Participant hereby irrevocably appoints (which appointment is coupled with an interest) Celanese Corporation as the Participant's agent and attorney-in-fact to take any necessary or appropriate action to cause any forfeited Net Profit Shares to be returned to Celanese Corporation, including without limitation executing and delivering stock powers and instruments of transfer, making endorsements and/or making, initiating or issuing instructions or entitlement orders, all in the Participant's name and on the Participant's behalf. The Participant hereby ratifies and approves all acts done by Celanese Corporation as such attorney-in-fact. Without limiting the foregoing, the Participant expressly acknowledges and agrees that any transfer agent for such forfeited Net Profit Shares is fully authorized and protected in relying on, and shall incur no liability in acting on, in the documents, instruments, endorsements, instructions, orders or communications from Celanese Corporation in connection with such forfeited Net Profit Shares or any transfer thereof, and that any such transfer agent is a third-party beneficiary of this Agreement.

6. **Rights as a Stockholder** : The Participant shall have no voting, dividend or other rights as a stockholder with respect to the Award until the Options have been exercised and Common Shares have been delivered pursuant to this Agreement.

7. **Change in Control** : Notwithstanding any other provision of this Agreement to the contrary, upon the occurrence of a Change in Control, with respect to any unexercised Options granted pursuant to this Agreement that have not previously been forfeited:

(a) If (i) the Participant's rights to the unexercisable portion of the Option is not adversely affected in connection with the Change in Control, or, if adversely affected, a substitute award with an equivalent (or greater) economic value and no less favorable vesting conditions is granted to the Participant upon the occurrence of a Change in Control, and (ii) the Participant's employment is terminated by the Company (or its successor) without Cause within two years following the Change in Control, then the unexercisable portion of the Option (or, as applicable, the substitute award) shall immediately vest and become exercisable, and shall remain exercisable for such period as specified by the Committee and communicated to the Participant.

(b) If the Participant's rights to the unexercisable portion of the Option is adversely affected in connection with the Change in Control and a substitute award is not made pursuant to Section 7(a) above, then upon the occurrence of a Change in Control, the unexercisable portion of the Option shall immediately vest and become exercisable, and shall remain exercisable for such period as specified by the Committee and communicated to the Participant.

In addition, in accordance with Section 4(b) above, the holding period for any Net Profit Shares outstanding as of the occurrence of a Change in Control shall lapse and the holding period requirements of Section 4(b) shall not apply to any exercise of the Option after the occurrence of the Change in Control (if applicable).

8. **Income and Other Taxes** : The Company shall not deliver Common Shares in respect of the exercise of the Option unless and until the Participant has made arrangements satisfactory to the Committee to satisfy applicable withholding tax obligations for US federal, state, and local income taxes (or the foreign counterpart thereof) and applicable employment taxes. Unless otherwise permitted by the Committee, withholding shall be effected at the minimum statutory rates by withholding Common Shares issuable in connection with the exercise of the Option. The Participant acknowledges that the Company shall have the right to deduct any taxes required to be withheld by law in connection with the delivery of Common Shares issued in respect to the exercise of the Option from any amounts payable by it to the Participant (including, without limitation, future cash wages). The Participant acknowledges and agrees that amounts withheld by the Company for taxes may be less than amounts actually owed for taxes by the Participant in respect of the Award.

9. **Securities Laws** : The Company may impose such restrictions, conditions or limitations as it determines appropriate as to the timing and manner of any resales by the Participant or other subsequent transfers by the Participant of any Common Shares issued as a result of the exercise of the Option, including without limitation (a) restrictions under an insider trading policy, and (b) restrictions as to the use of a specified brokerage firm for such resales or other transfers. Upon the acquisition of any Common Shares pursuant to the exercise of the Option, the Participant will make or enter into such written representations, warranties and agreements as the Company may reasonably request in order to comply with applicable securities laws or with this Agreement and the 2009 Plan. All accounts in which such Common Shares are held or any certificates for Common Shares shall be subject to such stop transfer orders and other restrictions as the Company may deem advisable under the rules, regulations and other requirements of the Securities and Exchange Commission, any stock exchange or quotation system upon which the Common Shares are then listed or quoted, and any applicable federal or state securities law, and the Company may cause a legend or legends to be put on any such certificates (or other appropriate restrictions and/or notations to be associated with any accounts in which such Common Shares are held) to make appropriate reference to such restrictions.

10. **Non-Transferability of Award** : The Option and any Net Profit Shares may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by the Participant otherwise than by will or by the laws of descent and distribution, and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance shall be void and unenforceable against the Company; provided, that the Participant may designate a beneficiary, on a form provided by the Company, to receive any portion of the Award payable hereunder following the Participant's death.

11. **Other Agreements** : Subject to Sections 11(a) and 11(b) of this Agreement, this Agreement and the 2009 Plan constitute the entire understanding between the Participant and the Company regarding the Award, and any prior agreements, commitments or negotiations concerning the Award are superseded.

(a) The Participant acknowledges that as a condition to the receipt of the Award, the Participant:

(1) shall have delivered to the Company an executed copy of this Agreement;

(2) shall be subject to the Company's stock ownership guidelines;

(3) shall be subject to policies and agreements adopted by the Company from time to time, and applicable laws and regulations, requiring the repayment by the Participant of incentive compensation under certain circumstances, without any further act or deed or consent of the Participant; and

(4) shall have delivered to the Company an executed copy of the Long-Term Incentive Claw-Back Agreement (if a current version of such Long-Term Incentive Claw-Back Agreement is not already on file, as determined by the Committee in its sole discretion). For purposes hereof, "Long-Term Incentive Claw-Back Agreement" means an agreement between the Company and the Participant associated with the grant of long-term incentives of the Company, which contains terms, conditions, restrictions and provisions regarding one or more of (i) noncompetition by the Participant with the Company, and its customers and clients; (ii) nonsolicitation and non-hiring by the Participant of the Company's employees, former employees or consultants; (iii) maintenance of confidentiality of the Company's and/or clients' information, including intellectual property; (iv) nondisparagement of the Company; and (v) such other matters deemed necessary, desirable or appropriate by the Company for such an agreement in view of the rights and benefits conveyed in connection with an award.

(b) If the Participant is a non-resident of the U.S., there may be an addendum containing special terms and conditions applicable to awards in the Participant's country. The issuance of the Award to any such Participant is contingent upon the Participant executing and returning any such addendum in the manner directed by the Company.

12. **Not a Contract for Employment; No Acquired Rights** : Nothing in the 2009 Plan, this Agreement or any other instrument executed in connection with the Award shall confer upon the Participant any right to continue in the Company's employ or service nor limit in any way the Company's right to terminate the Participant's employment at any time for any reason. The grant of Options hereunder, and any future grant of awards to the Participant under the 2009 Plan, is entirely voluntary and at the complete and sole discretion of the Company. Neither the grant of these Options nor any future grant of awards by the Company shall be deemed to create any obligation to grant any further awards, whether or not such a reservation is expressly stated at the time of such grants. The Company has the right, at any time and for any reason, to amend, suspend or terminate the 2009 Plan; provided, however, that no such amendment, suspension, or termination shall adversely affect the Participant's rights hereunder.

13. **Severability** : In the event that any provision of this Agreement is declared to be illegal, invalid or otherwise unenforceable by a court of competent jurisdiction, such provision shall be reformed, if possible, to the extent necessary to render it legal, valid and enforceable, or otherwise deleted, and the remainder of this Agreement shall not be affected except to the extent necessary to reform or delete such illegal, invalid or unenforceable provision.

14. **Further Assurances** : Each party shall cooperate and take such action as may be reasonably requested by either party hereto in order to carry out the provisions and purposes of this Agreement.

15. **Binding Effect** : The Award and this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective permitted heirs, beneficiaries, successors and assigns.

16. **Electronic Delivery** : By executing this Agreement, the Participant hereby consents to the delivery of any and all information (including, without limitation, information required to be delivered to the Participant pursuant to applicable securities laws), in whole or in part, regarding the Company and its subsidiaries, the 2009 Plan, and the Award via electronic mail, the Company's or a plan administrator's web site, or other means of electronic delivery.

17. **Personal Data** : By accepting the Award under this Agreement, the Participant hereby consents to the Company's use, dissemination and disclosure of any information pertaining to the Participant that the Company determines to be necessary or desirable for the implementation, administration and management of the 2009 Plan.

18. **Governing Law** : The Award and this Agreement shall be interpreted and construed in accordance with the laws of the state of Delaware and applicable federal law.

19. **Option Subject to Plan** : By entering into this Agreement the Participant agrees and acknowledges that the Participant has received and read a copy of the 2009 Plan and the 2009 Plan's prospectus. The Option and the Common Shares issued upon exercise of such Option are subject to the 2009 Plan, which is hereby incorporated by reference. In the event of any conflict between any term or provision of this Agreement and a term or provision of the 2009 Plan, the applicable terms and provisions of the 2009 Plan shall govern and prevail.

20. **Validity of Agreement** : This Agreement shall be valid, binding and effective upon the Company on the Grant Date. However, the Option granted pursuant to this Agreement shall be forfeited by the Participant and this Agreement shall have no force and effect if it is not duly executed by the Participant and delivered to the Company on or before <<Validity Date>> .

21. **Headings** : The headings preceding the text of the sections hereof are inserted solely for convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

22. **Definitions**: The following terms shall have the following meanings for purposes of this Agreement, notwithstanding any contrary definition in the Plan:

(a) “*Cause*” means (i) the Participant's willful failure to perform the Participant's duties to the Company (other than as a result of total or partial incapacity due to physical or mental illness) for a period of 30 days following written notice by the Company to Participant of such failure, (ii) conviction of, or a plea of nolo contendere to, (x) a felony under the laws of the United States or any state thereof or any similar criminal act in a jurisdiction outside the United States or (y) a crime involving moral turpitude, (iii) the Participant's willful malfeasance or willful misconduct which is demonstrably injurious to the Company or its affiliates, (iv) any act of fraud by the Participant, (v) any material violation of the Company's business conduct policy, (vi) any material violation of the Company's policies concerning harassment or discrimination, (vii) the Participant's conduct that causes material harm to the business reputation of the Company or its affiliates, or (viii) the Participant's breach of any confidentiality, intellectual property, non-competition or non-solicitation applicable to the Participant under the Long-Term Incentive Claw-Back Agreement or any other agreement between the Participant and the Company.

(b) “*Change in Control*” of the Company shall mean, in accordance with Treasury Regulation Section 1.409A-3 (i)(5), any of the following:

(i) any one person, or more than one person acting as a group, acquires ownership of stock of the Company that, together with stock held by such person or group, constitutes more than 50% of the total voting power of the stock of the Company; or

(ii) a majority of members of the Board is replaced during any 12-month period by directors whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election; or

(iii) any one person, or more than one person acting as a group, acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to 50% or more of all of the assets of the Company immediately prior to such acquisition or acquisitions.

(c) “*Disability*” has the same meaning as “Disability” in the Celanese Corporation 2008 Deferred Compensation Plan or such other meaning as determined by the Committee in its sole discretion.

(d) “*Net Profit Shares*” means the aggregate number of Shares determined by the Company's Human Resources Department representing the total number of Shares remaining after taking into account the following costs related to exercise: (i) the aggregate Option Price with respect to the exercise; (ii) the amount of all applicable taxes with respect to the exercise, assuming the Participant's maximum applicable federal, state and local tax rates (and applicable employment taxes); and (iii) any transaction costs. The Company's Human Resources Department will determine the number of Net Profit Shares for any particular exercise.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed on its behalf by its duly authorized officer and the Participant has also executed this Agreement in duplicate.

CELANESE CORPORATION

By: /s/ David N. Weidman
Chairman and Chief Executive Officer

This Agreement has been accepted and agreed to by the undersigned Participant.

PARTICIPANT

By:

Name: <<NAME>>

Employee ID: << Personnel Number>>

Date:

EXHIBIT A

[form of instruction letter by the Participant to the Administrator to establish
a restricted account for shares issued subject to the hold requirement]
