

**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): **February 20, 2024 (February 16, 2024)**

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

**Delaware**

**001-32410**

**98-0420726**

(State or other jurisdiction  
of incorporation)

(Commission File  
Number)

(IRS Employer  
Identification No.)

**222 West Las Colinas Blvd. Suite 900N, Irving, TX 75039**  
(Address of Principal Executive Offices) (Zip Code)

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

**N/A**

(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))

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of Each Class</u>	<u>Trading Symbol(s)</u>	<u>Name of Each Exchange on Which Registered</u>
Common Stock, par value \$0.0001 per share	CE	The New York Stock Exchange
1.250% Senior Notes due 2025	CE /25	The New York Stock Exchange
4.777% Senior Notes due 2026	CE /26A	The New York Stock Exchange
2.125% Senior Notes due 2027	CE /27	The New York Stock Exchange
0.625% Senior Notes due 2028	CE /28	The New York Stock Exchange
5.337% Senior Notes due 2029	CE /29A	The New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 or Rule 12b-2 of the Securities Exchange Act of 1934.

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

## Item 1.01 Entry into a Material Definitive Agreement

### Amendments to Credit Agreements

On February 16, 2024, Celanese US Holdings LLC (“Celanese US”), a wholly-owned subsidiary of Celanese Corporation (the “Company”) entered into (a) a Third Amendment to Credit Agreement (the “Amendment to the March 2022 Term Loan Credit Agreement”), which amends the Term Loan Credit Agreement, dated as of March 18, 2022, by and among the Company, Celanese US, the subsidiaries of the Company party thereto as guarantors, the lenders party thereto and Bank of America, N.A., as Administrative Agent (as amended, restated, supplemented or otherwise modified prior to February 16, 2024, the “March 2022 Term Loan Credit Agreement”), and (b) a Second Amendment to Credit Agreement (the “Amendment to the Revolving Credit Agreement” and, together with the Amendment to the March 2022 Term Loan Credit Agreement, the “Amendments”), which amends the Revolving Credit Agreement, dated as of March 18, 2022, by and among the Company, Celanese US, Celanese Europe B.V., as a borrower, the subsidiaries of the Company party thereto as guarantors, the lenders party thereto and Bank of America, N.A., as Administrative Agent (as amended, restated, supplemented or otherwise modified prior to February 16, 2024, the “Revolving Credit Agreement” and, together with the March 2022 Term Loan Credit Agreement, the “Credit Agreements”).

The Amendments (i) increase the consolidated net leverage ratio financial covenant level applicable under the Credit Agreements from the fiscal quarter ending June 30, 2024 through the fiscal quarter ending March 31, 2026 (the “Covenant Relief Period”), to initially 5.00:1.00, and provides for modified step-down levels for such covenant thereafter, (ii) permit Celanese US to elect to terminate the Covenant Relief Period and the restrictions thereunder if the consolidated net leverage ratio financial covenant level applicable under the Credit Agreements as of any fiscal quarter end is not greater than 3.50:1.00, and (iii) increase the size of the combined negative covenant baskets available under the Credit Agreements for incurring debt of foreign subsidiaries in connection with acquisitions by such foreign subsidiaries and for incurring debt of Chinese subsidiaries for corporate purposes from \$700 million to \$900 million.

The foregoing description does not constitute a complete summary of the terms of the Amendments and is qualified in its entirety by reference to the copies of the Amendments filed as Exhibits 10.1 and 10.2 to this Current Report, which are incorporated herein by reference.

### Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant

The information included in Item 1.01 of this Current Report is incorporated by reference into this Item 2.03.

### Item 9.01 Financial Statements and Exhibits

(d) The following exhibits are being furnished herewith:

<b>Exhibit Number</b>	<b>Description</b>
10.1	<a href="#"><u>Second Amendment to Credit Agreement, dated as of February 16, 2024, by and among Celanese Corporation, Celanese US Holdings LLC, Celanese Europe B.V., the subsidiary guarantors party thereto, each lender party thereto, and Bank of America, N.A., as Administrative Agent, amending that certain Credit Agreement dated as of March 18, 2022.</u></a>
10.2	<a href="#"><u>Third Amendment to Credit Agreement, dated as of February 16, 2024, by and among Celanese Corporation, Celanese US Holdings LLC, the subsidiary guarantors party thereto, each lender party thereto, and Bank of America, N.A., as Administrative Agent, amending that certain Term Loan Credit Agreement dated as of March 18, 2022.</u></a>
104	Cover Page Interactive Data File (the cover page XBRL tags are embedded within the inline XBRL document contained in Exhibit 101)

**SIGNATURES**

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/ Michael R. Sullivan  
Name: Michael R. Sullivan  
Title: Vice President, Deputy General Counsel and Corporate Secretary

Date: February 20, 2024

**SECOND AMENDMENT TO CREDIT AGREEMENT**

SECOND AMENDMENT TO CREDIT AGREEMENT, dated as of February 16, 2024 (this “Second Amendment”), by and among Celanese Corporation, a Delaware corporation (“Holdings”), Celanese US Holdings LLC, a Delaware limited liability company (the “Company”), Celanese Europe B.V., a private limited liability company incorporated under the laws of the Netherlands and registered with the Dutch trade register under number 61484660 (“CBV”, and together with the Company, the “Borrowers”), the Subsidiary Guarantors party hereto, Bank of America, N.A., as administrative agent, (in such capacity, the “Administrative Agent”) for the Lenders (as defined below) and each of the Consenting Lenders (as defined below).

WITNESSETH:

WHEREAS, Holdings, the Company, each lender from time to time party thereto (the “Lenders”) and the Administrative Agent have entered into the Revolving Credit Agreement, dated as of March 18, 2022 (as amended by that certain First Amendment to Credit Agreement dated as of February 21, 2023 and as further amended, restated, amended and restated, modified or supplemented from time to time through the date hereof, the “Credit Agreement”; capitalized terms not otherwise defined in this Second Amendment have the same meanings assigned thereto in the Credit Agreement); and

WHEREAS, pursuant to Section 10.01 of the Credit Agreement, the Company has requested that the Lenders consent to the amendment of certain provisions of the Credit Agreement as set forth in this Second Amendment, and subject to the satisfaction of the conditions set forth herein, the Lenders party hereto (collectively, the “Consenting Lenders”) constituting not less than the Required Lenders are willing to do so, on the terms set forth herein;

WHEREAS, Holdings, the Company, each lender from time to time party thereto and the Administrative Agent are also party to that certain Term Loan Credit Agreement (the “Term Loan Credit Agreement”) dated as of March 18, 2022 which will be amended as of the date hereof; and

WHEREAS, BofA Securities, Inc. is engaged by the Company to act as the lead arranger for the transactions contemplated under this Second Amendment (in such capacity, the “Second Amendment Lead Arranger”);

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Amendments to Credit Agreement.

(a) Section 1.01 of the Credit Agreement is hereby amended by inserting in appropriate alphabetical order the following new definitions:

““Second Amendment Effective Date” means February 16, 2024.”

““Test Date” has the meaning set forth in Section 7.07(b).”

(b) The definition of “Covenant Relief Period” in Section 1.01 of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

““Covenant Relief Period” means the period commencing on the First Amendment Effective Date and ending on (and including) the date of delivery of the Compliance Certificate for the fiscal quarter ending March 31, 2026; *provided* that if as of any Test

Date the Consolidated Leverage Ratio is not greater than 3.50:1.00 and the Company has delivered a Compliance Certificate in accordance with Section 6.02(a) demonstrating a Consolidated Leverage Ratio of not greater than 3.50:1.00 as of such applicable Test Date, the Company may elect in its sole discretion to terminate the Covenant Relief Period as of the next Business Day following such applicable Test Date by delivering written notice to the Administrative Agent of such termination.”

(c) Section 7.02(f) of the Credit Agreement is hereby amended by deleting the figure “\$700,000,000” and inserting the figure “\$900,000,000” in lieu thereof.

(d) Section 7.02(i) of the Credit Agreement is hereby amended by deleting the figure “\$700,000,000” and inserting the figure “\$900,000,000” in lieu thereof.

(e) Section 7.07(b) of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

(b) ““Consolidated Leverage Ratio”. Permit the Consolidated Leverage Ratio on the last day of any fiscal quarter of Holdings (each such date, a “Test Date”) to be greater than the ratio set forth below for such fiscal quarter (the “Financial Covenant”):

<b>Fiscal Quarter Ended</b>	<b>Consolidated Leverage Ratio</b>
March 31, 2023	5.75:1.00
June 30, 2023	5.75:1.00
September 30, 2023	5.50:1.00
December 31, 2023	5.25:1.00
March 31, 2024	5.00:1.00
June 30, 2024	5.00:1.00
September 30, 2024	5.00:1.00
December 31, 2024	4.75:1.00
March 31, 2025	4.50:1.00
June 30, 2025	4.25:1.00
September 30, 2025	4.25:1.00
December 31, 2025	4.00:1.00
March 31, 2026	4.00:1.00
June 30, 2026 and each fiscal quarter ended thereafter	3.50:1.00

So long as the Financial Covenant has been decreased to 3.50:1.00 for at least two fiscal quarters, if a Qualifying Acquisition is consummated, the company may elect to increase the Financial Covenant to 4.25:1.00 for each of the four fiscal quarters ending thereafter, commencing with the fiscal quarter in which such Qualifying Acquisition is consummated (each such period of four fiscal quarters during which the Financial Covenant is so increased following a Qualifying Acquisition, a “Covenant Increase Period”); provided, that after the end of any Covenant Increase Period, the Company may elect to implement a new Covenant Increase Period in connection with a subsequent Qualifying Acquisition so long as two fiscal quarters have elapsed since the end of the most recent Covenant Increase Period; provided, further that the Company shall provide notice in writing to the Administrative Agent of its election to implement such Covenant Increase Period and a description of such Qualifying Acquisition (regarding the name of the Person or assets being acquired, the purchase price and the pro forma Consolidated Leverage Ratio immediately after giving effect thereto). Notwithstanding the foregoing, the Company may elect no more than two Covenant Increase Periods in total.

In the event of each Qualifying Disposition occurring during the Covenant Relief Period, the applicable Financial Covenant required pursuant to this Section 7.07(b) shall be decreased by 0.25:1.00; provided that Qualifying Dispositions consummated prior to the Second Amendment Effective Date shall not decrease the Financial Covenant in this Section 7.07(b) for Test Dates on or after March 31, 2024. For the avoidance of doubt, such 0.25:1.00 reduction shall (a) occur upon each Qualifying Disposition (if any) to occur during the Covenant Relief Period and (b) apply only for any fiscal quarters ending after such Qualifying Disposition but during the Covenant Relief Period.

If the Company has elected to terminate the Covenant Relief Period in accordance with the proviso to the definition thereof, the Financial Covenant for each fiscal quarter ended after the end of the Covenant Relief Period shall be a Consolidated Leverage Ratio of 3.50:1.00 in lieu of the levels set forth in the table above.”

SECTION 2. Conditions of Effectiveness of the Second Amendment. This Second Amendment shall become effective on such date (the “Second Amendment Effective Date”) when the following conditions precedent have been satisfied:

(a) the Administrative Agent shall have received an executed counterpart (which may include a facsimile or other electronic transmission) of this Second Amendment from Holdings, the Borrowers, each Subsidiary Guarantor and the Consenting Lenders constituting not less than the Required Lenders;

(b) as of the Second Amendment Effective Date, (i) no Default or Event of Default shall exist, or would result from the transactions contemplated by this Second Amendment and (ii) the representations and warranties contained in Article V of the Credit Agreement and in each other Loan Document shall be true and correct in all material respects (provided that representations already qualified by “materiality” or “Material Adverse Effect” shall be true and correct in all respects) on and as of the Second Amendment Effective Date (without regard to any earlier date referred to in the Credit Agreement);

(c) the Administrative Agent shall have received a certificate signed by a Responsible Officer of Holdings certifying that the condition in Section 2(b) is satisfied as of the Second Amendment Effective Date;

(d) prior to or substantially simultaneously with the Second Amendment Effective Date, the Term Loan Credit Agreement shall have been amended in a manner reasonably consistent with this Second Amendment;

(e) (i) the Second Amendment Lead Arranger shall have received all fees payable to such Second Amendment Lead Arranger as separately agreed by the Company in writing and (ii) the Administrative Agent shall have received, for the ratable account of each Consenting Lender, all fees payable to such Consenting Lender as separately agreed by the Company in writing; and

(f) the Administrative Agent shall have received all fees, charges and disbursements of counsel to the Administrative Agent and the Second Amendment Lead Arranger required to be reimbursed by this Second Amendment or the Credit Agreement (directly to such counsel if requested by the Administrative Agent) to the extent invoiced prior to the Second Amendment Effective Date.

Without limiting the generality of the provisions of the last paragraph of Section 9.03 of the Credit Agreement, for purposes of determining compliance with the conditions specified in this Section 2, each Lender that has signed this Second Amendment shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required hereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent

shall have received notice from such Lender prior to the Second Amendment Effective Date specifying its objection thereto.

SECTION 3. Reference to and Effect on the Credit Agreement and the other Loan Documents.

(a) On and after the Second Amendment Effective Date, each reference in the Credit Agreement to “this Agreement,” “hereunder,” “hereof” or words of like import referring to the Credit Agreement shall mean and be a reference to the Credit Agreement, as amended by this Second Amendment.

(b) The Credit Agreement, as specifically amended by this Second Amendment, and each of the other Loan Documents are and shall continue to be in full force and effect and are hereby in all respects ratified and confirmed.

(c) The execution, delivery and effectiveness of this Second Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Lender or the Administrative Agent under any of the Loan Documents, nor constitute a waiver of any provision of, or Default or Event of Default under, any of the Loan Documents. On and after the Second Amendment Effective Date, this Second Amendment shall for all purposes constitute a Loan Document.

(d) Each Loan Party hereby expressly acknowledges and consents to the terms of this Second Amendment and reaffirms, as of the date hereof, (i) the covenants and agreements contained in each Loan Document to which it is a party, including, in each case, such covenants and agreements as in effect immediately after giving effect to this Second Amendment and the transactions contemplated hereby and (ii) its guarantee of the Obligations under the Guaranty to which it is a party. The execution of this Second Amendment shall not serve to effect a novation of the Obligations.

SECTION 4. Costs and Expenses. The Company hereby agrees to reimburse each of the Administrative Agent and the Second Amendment Lead Arranger for its reasonable and documented out-of-pocket expenses in connection with this Second Amendment in accordance with Section 10.04 of the Credit Agreement (with respect to the Second Amendment Lead Arranger, as though references in such Section to the Lead Arrangers in such Section were to the Second Amendment Lead Arranger, mutatis mutandis).

SECTION 5. Counterparts. This Second Amendment may be in the form of an Electronic Record and may be executed using Electronic Signatures (including, without limitation, facsimile and .pdf) and shall be considered an original, and shall have the same legal effect, validity and enforceability as a paper record. This Second Amendment may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same agreement. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Administrative Agent of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention. Notwithstanding anything contained herein to the contrary, the Administrative Agent is under no obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it; provided, further, without limiting the foregoing, (a) to the extent the Administrative Agent has agreed to accept such Electronic Signature, the Administrative Agent shall be entitled to rely on any such Electronic Signature without further verification and (b) upon the request of the Administrative Agent any Electronic Signature shall be promptly followed by a manually executed, original counterpart. For purposes hereof, “Electronic

Record” and “Electronic Signature” shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

SECTION 6. Second Amendment Lead Arranger. The terms and provisions of Sections 9.08 and 10.16 are incorporated herein by reference as if set forth herein in their entirety and shall apply to this Second Amendment for the benefit of the Second Amendment Leader Arranger, *mutatis mutandis* (as though references therein to the Arrangers in such Sections were to the Second Amendment Lead Arranger).

SECTION 7. Headings. Section headings herein are included for convenience of reference only and shall not affect the interpretation of this Second Amendment.

SECTION 8. Miscellaneous. Each of the parties hereto hereby agrees that Sections 10.12, 10.14 and 10.15 of the Credit Agreement are incorporated by reference herein, *mutatis mutandis*, and shall have the same force and effect with respect to this Second Amendment as if originally set forth herein.

[SIGNATURE PAGES FOLLOW]



IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed by their respective officers thereunto duly authorized, as of the date Second above written.

CELANESE CORPORATION, as Holdings

By: /s/ Dmitry Buriko  
Name: Dmitry Buriko  
Title: Vice President and Treasurer

CELANESE US HOLDINGS LLC, as the  
Company

By: /s/ Dmitry Buriko  
Name: Dmitry Buriko  
Title: Vice President and Treasurer

CELANESE EUROPE B.V., as a Borrower

By: /s/ Hicham Maâtoug  
Name: Hicham Maâtoug  
Title: Director

*[Signature Page to Second Amendment (Revolving Facility)]*

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CELANESE AMERICAS LLC, as a Subsidiary  
Guarantor

By: /s/ Dmitry Buriko  
Name: Dmitry Buriko  
Title: Vice President and Treasurer

CELANESE ACETATE LLC, as a Subsidiary  
Guarantor

By: /s/ Dmitry Buriko  
Name: Dmitry Buriko  
Title: Vice President and Treasurer

CELANESE CHEMICALS, INC., as a  
Subsidiary Guarantor

By: /s/ Dmitry Buriko  
Name: Dmitry Buriko  
Title: Vice President and Treasurer

CNA HOLDINGS LLC, as a Subsidiary  
Guarantor

By: /s/ Dmitry Buriko  
Name: Dmitry Buriko  
Title: Vice President and Treasurer

CELANESE INTERNATIONAL CORPORATION,  
as a Subsidiary Guarantor

By: /s/ Dmitry Buriko  
Name: Dmitry Buriko  
Title: Vice President and Treasurer

CELTRAN, INC., as a Subsidiary Guarantor

By: /s/ Dmitry Buriko  
Name: Dmitry Buriko  
Title: Vice President and Treasurer

KEP AMERICAS ENGINEERING PLASTICS,  
LLC, as a Subsidiary Guarantor

By: /s/ Dmitry Buriko  
Name: Dmitry Buriko  
Title: Vice President and Treasurer

TICONA FORTRON INC., as a Subsidiary  
Guarantor

By: /s/ Dmitry Buriko  
Name: Dmitry Buriko  
Title: Vice President and Treasurer

TICONA POLYMERS, INC., as a Subsidiary  
Guarantor

By: /s/ Dmitry Buriko  
Name: Dmitry Buriko  
Title: Vice President and Treasurer

TICONA LLC, as a Subsidiary Guarantor

By: /s/ Dmitry Buriko  
Name: Dmitry Buriko  
Title: Vice President and Treasurer

CELANESE GLOBAL RELOCATION LLC, as a  
Subsidiary Guarantor

By: /s/ Dmitry Buriko  
Name: Dmitry Buriko  
Title: Vice President and Treasurer

CELANESE LTD., as a Subsidiary Guarantor

By: Celanese International Corporation, it  
general partner

By: /s/ Dmitry Buriko  
Name: Dmitry Buriko  
Title: Vice President and Treasurer

CELANESE SALES U.S. LTD., as a Subsidiary  
Guarantor

By: Celanese International Corporation, it  
general partner

By: /s/ Dmitry Buriko  
Name: Dmitry Buriko  
Title: Vice President and Treasurer

BANK OF AMERICA, N.A., as a Consenting  
Lender

By: /s/ Bettina Buss

Name: Bettina Buss

Title: Director

*[Signature Page to Second Amendment (Revolving Facility)]*

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Citibank, N.A., as a Consenting Lender

By: /s/ David Jaffe

Name: David Jaffe

Title: Vice President

*[Signature Page to Second Amendment (Revolving Facility)]*

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Morgan Stanley Bank, N.A.,  
as a Consenting Lender

By: /s/ Rikin Pandya  
Name: Rikin Pandya  
Title: Authorized Signatory

*[Signature Page to Second Amendment (Revolving Facility)]*

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Morgan Stanley Senior Funding, Inc.,  
as a Consenting Lender

By: /s/ Rikin Pandya

Name: Rikin Pandya

Title: Vice President

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*[Signature Page to Second Amendment (Revolving Facility)]*



Deutsche Bank AG New York Branch, as a Consenting Lender

By: /s/ Marko Lukin  
Name: Marko Lukin  
Title: Vice President

By: /s/ Alison Lugo  
Name: Alison Lugo  
Title: Vice President

*[Signature Page to Second Amendment (Revolving Facility)]*

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HSBC Bank USA, National Association, as a  
Consenting Lender

By: /s/ Peggy Yip

Name: Peggy Yip

Title: Director, Chemicals Coverage

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*[Signature Page to Second Amendment (Revolving Facility)]*

JPMorgan Chase Bank USA, N.A., as a Consenting Lender

By: /s/ James Shender

Name: James Shender

Title: Executive Director

*[Signature Page to Second Amendment (Revolving Facility)]*

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MUFG Bank Ltd., as a Consenting Lender

By: /s/ Jorge Georgalos  
Name: Jorge Georgalos  
Title: Authorized Signatory

*[Signature Page to Second Amendment (Revolving Facility)]*

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Sumitomo Mitsui Bankin Corporation, as a Consenting  
Lender

By: /s/ Jun Ashley  
Name: Jun Ashley  
Title: Director

*[Signature Page to Second Amendment (Revolving Facility)]*

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The Toronto-Dominion Bank, New York Branch, as a  
Consenting Lender

By: /s/ Victoria Roberts

Name: Victoria Roberts

Title: Authorized Signatory

*[Signature Page to Second Amendment (Revolving Facility)]*

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U. S. BANK NATIONAL ASSOCIATION, as a  
Consenting Lender

By: /s/ Kara Van Duzee

Name: Kara Van Duzee

Title: Senior Vice President

*[Signature Page to Second Amendment (Revolving Facility)]*

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UniCredit Bank GmbH, New York Branch, as a  
Consenting Lender

By: /s/ Fabio Della Malva  
Name: Fabio Della Malva  
Title: Managing Director

By: /s/ Karan Dedhia  
Name: Karan Dedhia  
Title: Senior Associate

*[Signature Page to Second Amendment (Revolving Facility)]*

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Goldman Sachs Bank USA, as a Consenting Lender

By: /s/ Priyankush Goswami

Name: Priyankush Goswami

Title: Authorized Signatory

*[Signature Page to Second Amendment (Revolving Facility)]*

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PNC BANK, NATIONAL ASSOCIATION, as a Consenting Lender

By: /s/ Alexander Jodry

Name: Alexander Jodry

Title: Vice President

*[Signature Page to Second Amendment (Revolving Facility)]*

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STANDARD CHARTERED BANK, as a Consenting  
Lender

By: /s/ Kristopher Tracy

Name: Kristopher Tracy

Title: Director, Financing Solutions

*[Signature Page to Second Amendment (Revolving Facility)]*

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Santander Bank, NA, as a Consenting Lender

By: /s/ John M. Smyth

Name: John M. Smyth

Title: SVP

*[Signature Page to Second Amendment (Revolving Facility)]*

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*Acknowledged:*

BANK OF AMERICA, N.A., as Administrative  
Agent

By: /s/ HENRY PENNELL  
Name: HENRY PENNELL  
Title: VICE PRESIDENT

*[Signature Page to Second Amendment (Revolving Facility)]*

### THIRD AMENDMENT TO CREDIT AGREEMENT

THIRD AMENDMENT TO CREDIT AGREEMENT, dated as of February 16, 2024 (this “Third Amendment”), by and among Celanese Corporation, a Delaware corporation (“Holdings”), Celanese US Holdings LLC, a Delaware limited liability company (the “Company”), the Subsidiary Guarantors party hereto, Bank of America, N.A., as administrative agent (in such capacity, the “Administrative Agent”) for the Lenders (as defined below) and each of the Consenting Lenders (as defined below).

#### WITNESSETH:

WHEREAS, Holdings, the Company, each lender from time to time party thereto (the “Lenders”) and the Administrative Agent have entered into the Term Loan Credit Agreement, dated as of March 18, 2022 (as amended by that certain First Amendment to Credit Agreement dated as of February 21, 2023, that certain Second Amendment to Credit Agreement dated as of August 9, 2023 and as further amended, restated, amended and restated, modified or supplemented from time to time through the date hereof, the “Credit Agreement”; capitalized terms not otherwise defined in this Third Amendment have the same meanings assigned thereto in the Credit Agreement); and

WHEREAS, pursuant to Section 10.01 of the Credit Agreement, the Company has requested that the Lenders consent to the amendment of certain provisions of the Credit Agreement as set forth in this Third Amendment, and subject to the satisfaction of the conditions set forth herein, the Lenders party hereto (collectively, the “Consenting Lenders”) constituting not less than the Required Lenders and the Required 5-Year Tranche Lenders are willing to do so, on the terms set forth herein; and

WHEREAS, BofA Securities, Inc. is engaged by the Company to act as the lead arranger for the transactions contemplated under this Third Amendment (in such capacity, the “Third Amendment Lead Arranger”);

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the parties hereto hereby agree as follows:

#### SECTION 1. Amendments to Credit Agreement.

(a) Section 1.01 of the Credit Agreement is hereby amended by inserting in appropriate alphabetical order the following new definitions:

““Test Date” has the meaning set forth in Section 7.07(b).”

““Third Amendment Effective Date” means February 16, 2024.”

(b) The definition of “Covenant Relief Period” in Section 1.01 of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

““Covenant Relief Period” means the period commencing on the First Amendment Effective Date and ending on (and including) the date of delivery of the Compliance Certificate for the fiscal quarter ending March 31, 2026; *provided* that if as of any Test Date the Consolidated Leverage Ratio is not greater than 3.50:1.00 and the Company has delivered a Compliance Certificate in accordance with Section 6.02(a) demonstrating a Consolidated Leverage Ratio of not greater than 3.50:1.00 as of such applicable Test Date, the Company may elect in its sole discretion to terminate the Covenant Relief Period as of the next Business Day following such applicable Test Date by delivering written notice to the Administrative Agent of such termination.”

(c) Section 7.02(f) of the Credit Agreement is hereby amended by deleting the figure “\$700,000,000” and inserting the figure “\$900,000,000” in lieu thereof.

(d) Section 7.02(i) of the Credit Agreement is hereby amended by deleting the figure “\$700,000,000” and inserting the figure “\$900,000,000” in lieu thereof.

(e) Section 7.07(b) of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

(b) ““Consolidated Leverage Ratio”. Permit the Consolidated Leverage Ratio on the last day of any fiscal quarter of Holdings (each such date, a “Test Date”) to be greater than the ratio set forth below for such fiscal quarter (the “Financial Covenant”):

<b>Fiscal Quarter Ended</b>	<b>Consolidated Leverage Ratio</b>
March 31, 2023	5.75:1.00
June 30, 2023	5.75:1.00
September 30, 2023	5.50:1.00
December 31, 2023	5.25:1.00
March 31, 2024	5.00:1.00
June 30, 2024	5.00:1.00
September 30, 2024	5.00:1.00
December 31, 2024	4.75:1.00
March 31, 2025	4.50:1.00
June 30, 2025	4.25:1.00
September 30, 2025	4.25:1.00
December 31, 2025	4.00:1.00
March 31, 2026	4.00:1.00
June 30, 2026 and each fiscal quarter ended thereafter	3.50:1.00

So long as the Financial Covenant has been decreased to 3.50:1.00 for at least two fiscal quarters, if a Qualifying Acquisition is consummated, the company may elect to increase the Financial Covenant to 4.25:1.00 for each of the four fiscal quarters ending thereafter, commencing with the fiscal quarter in which such Qualifying Acquisition is consummated (each such period of four fiscal quarters during which the Financial Covenant is so increased following a Qualifying Acquisition, a “Covenant Increase Period”); provided, that after the end of any Covenant Increase Period, the Company may elect to implement a new Covenant Increase Period in connection with a subsequent Qualifying Acquisition so long as two fiscal quarters have elapsed since the end of the most recent Covenant Increase Period; provided, further that the Company shall provide notice in writing to the Administrative Agent of its election to implement such Covenant Increase Period and a description of such Qualifying Acquisition (regarding the name of the Person or assets being acquired, the purchase price and the pro forma Consolidated Leverage Ratio immediately after giving effect thereto). Notwithstanding the foregoing, the Company may elect no more than two Covenant Increase Periods in total.

In the event of each Qualifying Disposition occurring during the Covenant Relief Period, the applicable Financial Covenant required pursuant to this Section 7.07(b) shall be decreased by 0.25:1.00; provided that Qualifying Dispositions consummated prior to the Third Amendment Effective Date shall not decrease the Financial Covenant in this Section 7.07(b) for Test Dates on or after March 31, 2024. For the avoidance of doubt, such 0.25:1.00 reduction shall (a) occur upon each Qualifying Disposition (if

any) to occur during the Covenant Relief Period and (b) apply only for any fiscal quarters ending after such Qualifying Disposition but during the Covenant Relief Period.

If the Company has elected to terminate the Covenant Relief Period in accordance with the proviso to the definition thereof, the Financial Covenant for each fiscal quarter ended after the end of the Covenant Relief Period shall be a Consolidated Leverage Ratio of 3.50:1.00 in lieu of the levels set forth in the table above.”

SECTION 2. Conditions of Effectiveness of the Third Amendment. This Third Amendment shall become effective on such date (the “Third Amendment Effective Date”) when the following conditions precedent have been satisfied:

(a) the Administrative Agent shall have received an executed counterpart (which may include a facsimile or other electronic transmission) of this Third Amendment from Holdings, the Company, each Subsidiary Guarantor and the Consenting Lenders constituting not less than the Required Lenders and the Required 5-Year Tranche Lenders;

(b) as of the Third Amendment Effective Date, (i) no Default or Event of Default shall exist, or would result from the transactions contemplated by this Third Amendment and (ii) the representations and warranties contained in Article V of the Credit Agreement and in each other Loan Document shall be true and correct in all material respects (provided that representations already qualified by “materiality” or “Material Adverse Effect” shall be true and correct in all respects) on and as of the Third Amendment Effective Date (without regard to any earlier date referred to in the Credit Agreement);

(c) the Administrative Agent shall have received a certificate signed by a Responsible Officer of Holdings certifying that the condition in Section 2(b) is satisfied as of the Third Amendment Effective Date;

(d) (i) the Third Amendment Lead Arranger shall have received all fees payable to such Third Amendment Lead Arranger as separately agreed by the Company in writing and (ii) the Administrative Agent shall have received, for the ratable account of each Consenting Lender, all fees payable to such Consenting Lender as separately agreed by the Company in writing; and

(e) the Administrative Agent shall have received all fees, charges and disbursements of counsel to the Administrative Agent and the Third Amendment Lead Arranger required to be reimbursed by this Third Amendment or the Credit Agreement (directly to such counsel if requested by the Administrative Agent) to the extent invoiced prior to the Third Amendment Effective Date.

Without limiting the generality of the provisions of the last paragraph of Section 9.03 of the Credit Agreement, for purposes of determining compliance with the conditions specified in this Section 2, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required hereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the Third Amendment Effective Date specifying its objection thereto.

SECTION 3. Reference to and Effect on the Credit Agreement and the other Loan Documents.

(a) On and after the Third Amendment Effective Date, each reference in the Credit Agreement to “this Agreement,” “hereunder,” “hereof” or words of like import referring to the Credit Agreement shall mean and be a reference to the Credit Agreement, as amended by this Third Amendment.



(b) The Credit Agreement, as specifically amended by this Third Amendment, and each of the other Loan Documents are and shall continue to be in full force and effect and are hereby in all respects ratified and confirmed.

(c) The execution, delivery and effectiveness of this Third Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Lender or the Administrative Agent under any of the Loan Documents, nor constitute a waiver of any provision of, or Default or Event of Default under, any of the Loan Documents. On and after the Third Amendment Effective Date, this Third Amendment shall for all purposes constitute a Loan Document.

(d) Each Loan Party hereby expressly acknowledges and consents to the terms of this Third Amendment and reaffirms, as of the date hereof, (i) the covenants and agreements contained in each Loan Document to which it is a party, including, in each case, such covenants and agreements as in effect immediately after giving effect to this Third Amendment and the transactions contemplated hereby and (ii) its guarantee of the Obligations under the Guaranty to which it is a party. The execution of this Third Amendment shall not serve to effect a novation of the Obligations.

SECTION 4. Costs and Expenses. The Company hereby agrees to reimburse each of the Administrative Agent and the Third Amendment Lead Arranger for its reasonable and documented out-of-pocket expenses in connection with this Third Amendment in accordance with Section 10.04 of the Credit Agreement (with respect to the Third Amendment Lead Arranger, as though references in such Section to the Arranger in such Section were to the Third Amendment Lead Arranger, *mutatis mutandis*).

SECTION 5. Counterparts. This Third Amendment may be in the form of an Electronic Record and may be executed using Electronic Signatures (including, without limitation, facsimile and .pdf) and shall be considered an original, and shall have the same legal effect, validity and enforceability as a paper record. This Third Amendment may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same agreement. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Administrative Agent of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention. Notwithstanding anything contained herein to the contrary, the Administrative Agent is under no obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it; provided, further, without limiting the foregoing, (a) to the extent the Administrative Agent has agreed to accept such Electronic Signature, the Administrative Agent shall be entitled to rely on any such Electronic Signature without further verification and (b) upon the request of the Administrative Agent any Electronic Signature shall be promptly followed by a manually executed, original counterpart. For purposes hereof, "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

SECTION 6. Third Amendment Lead Arranger. The terms and provisions of Sections 9.08 and 10.16 are incorporated herein by reference as if set forth herein in their entirety and shall apply to this Amendment for the benefit of the Third Amendment Leader Arranger, *mutatis mutandis* (as though references therein to the Arrangers in such Sections were to the Third Amendment Lead Arranger).

SECTION 7. Headings. Section headings herein are included for convenience of reference only and shall not affect the interpretation of this Third Amendment.

SECTION 8. Miscellaneous. Each of the parties hereto hereby agrees that Sections 10.12, 10.14 and 10.15 of the Credit Agreement are incorporated by reference herein, *mutatis mutandis*,

and shall have the same force and effect with respect to this Third Amendment as if originally set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

CELANESE CORPORATION, as Holdings

By: /s/ Dmitry Buriko  
Name: Dmitry Buriko  
Title: Vice President and Treasurer

CELANESE US HOLDINGS LLC, as the  
Company

By: /s/ Dmitry Buriko  
Name: Dmitry Buriko  
Title: Vice President and Treasurer

*[Signature Page to Third Amendment (Term Loan)]*

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CELANESE AMERICAS LLC, as a Subsidiary  
Guarantor

By: /s/ Dmitry Buriko  
Name: Dmitry Buriko  
Title: Vice President and Treasurer

CELANESE ACETATE LLC, as a Subsidiary  
Guarantor

By: /s/ Dmitry Buriko  
Name: Dmitry Buriko  
Title: Vice President and Treasurer

CELANESE CHEMICALS, INC., as a  
Subsidiary Guarantor

By: /s/ Dmitry Buriko  
Name: Dmitry Buriko  
Title: Vice President and Treasurer

CNA HOLDINGS LLC, as a Subsidiary  
Guarantor

By: /s/ Dmitry Buriko  
Name: Dmitry Buriko  
Title: Vice President and Treasurer

CELANESE INTERNATIONAL CORPORATION,  
as a Subsidiary Guarantor

By: /s/ Dmitry Buriko  
Name: Dmitry Buriko  
Title: Vice President and Treasurer

CELTRAN, INC., as a Subsidiary Guarantor

By: /s/ Dmitry Buriko  
Name: Dmitry Buriko  
Title: Vice President and Treasurer

KEP AMERICAS ENGINEERING PLASTICS,  
LLC, as a Subsidiary Guarantor

By: /s/ Dmitry Buriko  
Name: Dmitry Buriko  
Title: Vice President and Treasurer

TICONA FORTRON INC., as a Subsidiary  
Guarantor

By: /s/ Dmitry Buriko  
Name: Dmitry Buriko  
Title: Vice President and Treasurer

TICONA POLYMERS, INC., as a Subsidiary  
Guarantor

By: /s/ Dmitry Buriko  
Name: Dmitry Buriko  
Title: Vice President and Treasurer

TICONA LLC, as a Subsidiary Guarantor

By: /s/ Dmitry Buriko  
Name: Dmitry Buriko  
Title: Vice President and Treasurer

CELANESE GLOBAL RELOCATION LLC, as a  
Subsidiary Guarantor

By: /s/ Dmitry Buriko  
Name: Dmitry Buriko  
Title: Vice President and Treasurer

CELANESE LTD., as a Subsidiary Guarantor

By: Celanese International Corporation, it  
general partner

By: /s/ Dmitry Buriko  
Name: Dmitry Buriko  
Title: Vice President and Treasurer

CELANESE SALES U.S. LTD., as a Subsidiary  
Guarantor

By: Celanese International Corporation, it  
general partner

By: /s/ Dmitry Buriko  
Name: Dmitry Buriko  
Title: Vice President and Treasurer

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BANK OF AMERICA, N.A., as a Consenting  
Lender

By: /s/ Bettina Buss

Name: Bettina Buss

Title: Director

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PNC BANK, NATIONAL ASSOCIATION, as a Consenting Lender

By: /s/ Alexander Jodry

Name: Alexander Jodry

Title: Vice-President

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TRUIST BANK, as a Consenting Lender

By: /s/ Jason Hembree

Name: Jason Hembree

Title: Vice President

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U. S. BANK NATIONAL ASSOCIATION, as a  
Consenting Lender

By: /s/ Kara Van Duzee  
Name: Kara Van Duzee  
Title: Senior Vice President

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The Toronto-Dominion Bank, New York Branch, as a  
Consenting Lender

By: /s/ Victoria Roberts

Name: Victoria Roberts

Title: Authorized Signatory

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Deutsche Bank AG New York Branch, as a Consenting Lender

By: /s/ Marko Lukin  
Name: Marko Lukin  
Title: Vice President

By: /s/ Alison Lugo  
Name: Alison Lugo  
Title: Vice President

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JPMorgan Chase Bank USA, N.A., as a Consenting Lender

By: /s/ James Shender

Name: James Shender

Title: Executive Director

*[Signature Page to Third Amendment (Term Loan)]*

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Mizuho Bank, Ltd., as a Consenting Lender

By: /s/ Douglas Glickman

Name: Douglas Glickman

Title: Managing Director

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MUFG Bank Ltd., as a Consenting Lender

By: /s/ Jorge Georgalos

Name: Jorge Georgalos

Title: Authorized Signatory

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UniCredit Bank GmbH, New York Branch, as a  
Consenting Lender

By: /s/ Fabio Della Malva  
Name: Fabio Della Malva  
Title: Managing Director

By: /s/ Karan Dedhia  
Name: Karan Dedhia  
Title: Senior Associate

*[Signature Page to Third Amendment (Term Loan)]*

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Goldman Sachs Bank USA, as a Consenting Lender

By: /s/ Priyankush Goswami

Name: Priyankush Goswami

Title: Authorized Signatory

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Santander Bank, NA, as a Consenting Lender

By: /s/ John M. Smyth

Name: John M. Smyth

Title: SVP

*[Signature Page to Third Amendment (Term Loan)]*

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STANDARD CHARTERED BANK, as a Consenting  
Lender

By: /s/ Kristopher Tracy

Name: Kristopher Tracy

Title: Director, Financing Solutions

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First Independent Bank, as a Consenting Lender

By: /s/ Andrew Harper  
Name: Andrew Harper  
Title: Chief Credit Officer

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*Acknowledged:*

BANK OF AMERICA, N.A., as Administrative  
Agent

By: /s/ HENRY PENNELL  
Name: HENRY PENNELL  
Title: VICE PRESIDENT

*[Signature Page to Third Amendment (Term Loan)]*