

# CELANESE CORP

## **FORM 8-K** (Current report filing)

Filed 02/12/14 for the Period Ending 02/06/14

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): **February 6, 2014**

**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**

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(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))
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**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

(b) Effective February 10, 2014, Gjon N. Nivica, Jr. resigned as Corporate Secretary of Celanese Corporation (the “Company”) while retaining his positions as Senior Vice President and General Counsel of the Company.

(d) On February 6, 2014, the Board of Directors (the “Board”) of the Company increased the size of the Board from nine to ten members and elected Jean S. Blackwell as a Class I member of the Board, effective February 11, 2014. Ms. Blackwell will serve on the Audit Committee of the Board. There are no arrangements or understandings between Ms. Blackwell and any other person pursuant to which she was elected as a director.

Consistent with the compensation provided to all non-management directors, Ms. Blackwell will receive an annual director retainer fee of \$100,000 in cash and \$120,000 in time-vesting restricted stock units, to be pro-rated accordingly from the effective date of her election. The restricted stock units will vest in full one year from the date of grant. In addition, in accordance with Company policy, Ms. Blackwell will be reimbursed for actual expenses incurred on behalf of the Company.

Ms. Blackwell has been elected to serve on the Board until the Company's 2014 Annual Meeting of Stockholders on April 24, 2014 at which time she will be a nominee for election by the Company's stockholders.

A copy of the press release announcing Ms. Blackwell's election is furnished hereto as Exhibit 99.1.

(e) On February 6, 2014, the Compensation and Management Development Committee of the Board approved the amendment and restatement of the Celanese Americas Supplemental Retirement Savings Plan (as amended, the “Supplemental Plan”) effective January 1, 2014. As amended, the Supplemental Plan applies to all domestic employees of the Company, including the named executive officers, who have a base salary in excess of the compensation limit under Internal Revenue Code Section 401(a)(17) (currently, \$260,000).

The Supplemental Plan is an unfunded, nonqualified defined contribution plan under which the Company will allocate up to 11% of the participant's salary in excess of the compensation limits under the Celanese Americas Retirement Savings Plan, or CARSP (5% retirement contribution and 6% Company Savings Plan matching contribution). The amount contributed to the Supplemental Plan on behalf of the participant is credited with earnings based on the earnings rate of an investment fund chosen by the participant from a group of approved options generally matching the investment alternatives under the CARSP. Distributions under the Supplemental Plan are in the form of a lump sum payment that is paid as soon as administratively practicable after termination of employment. Prior to the amendment and restatement, the Supplemental Plan was limited to eligible participants who were employed by the Company prior to January 1, 2001.

The foregoing summary of the Supplemental Plan is qualified in its entirety by reference to the Supplemental Plan, a copy of which is attached to this Current Report as Exhibit 10.1 and is incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

*The information contained in Exhibit 99.1 shall not be deemed filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or incorporated by reference in any filing under the Exchange Act or the Securities Act of 1933, as amended, except as shall be expressly set forth by specific reference in such filing.*

(d) Exhibits

Exhibit Number

Description

10.1	Celanese Americas Supplemental Retirement Savings Plan, as amended and restated effective January 1, 2014
99.1	Press Release dated February 11, 2014

## **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/ JAMES R. PEACOCK III

Name: James R. Peacock III

Title: Vice President, Deputy General Counsel and  
Corporate Secretary

Date: February 12, 2014

## Exhibit Index

Exhibit Number

Description

10.1

Celanese Americas Supplemental Retirement Savings Plan, as amended and restated effective January 1, 2014

99.1

Press Release dated February 11, 2014

**CELANESE AMERICAS SUPPLEMENTAL RETIREMENT SAVINGS PLAN**

**AMENDED AND RESTATED  
EFFECTIVE JANUARY 1, 2014**

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ARTICLE I  
PURPOSE

Desiring to provide systematically for the payment of supplemental benefits to a select group of management or highly compensated employees within the meaning of ERISA, HNA Holdings, Inc. (formerly Hoechst Celanese Corporation), a predecessor to the Company, previously adopted this unfunded, non-qualified top hat plan (within the meaning of ERISA Sections 201(2), 301(a)(3) and 401(a)(1)). The Company has previously amended and restated the Plan, and the effective date of this most recent amendment and restatement of the Plan is January 1, 2014.

ARTICLE II  
DEFINITIONS

Except where otherwise clearly indicated by context, the masculine shall include the feminine, the singular shall include the plural and vice-versa.

2.1 “ Account ” shall mean the separate entry maintained in the records of the Benefits Committee that represents each Participant’s interest in the Plan.

2.2 “ Account Balance ” shall mean the amount of total benefits in the Participant’s Account established for the purposes of this Plan.

2.3 “ Base Salary ” shall mean the Participant’s base salary for a calendar year, including any base salary deferred by the Participant under any plan providing for the deferral of compensation that is maintained by the Company or any of its subsidiaries, whether such plan is qualified under Code Section 401(a) or nonqualified.

2.4 “ Beneficiary ” shall mean the person, if any, entitled to receive benefits under the Qualified Savings Plan after the Participant’s death.

2.5 “ Benefits Committee ” shall mean the persons appointed by the Managers to supervise the administration of the Plan.

2.6 “ Change in Control ” shall mean the occurrence of a change in the ownership, a change in the effective control or a change in the ownership of a substantial portion of the assets of a corporation, as determined in accordance with this Section.

For an event described below to constitute a Change in Control with respect to a Participant, except as otherwise provided in Subsection (b)(2), the applicable event must relate to the Company or the Participating Company employing the Participant, as identified by the Benefits Committee in accordance with Treas. Reg. § 1.409A-3(i)(5)(ii)(A)(2) or such other corporation identified by the Benefits Committee in accordance with Treas. Reg. § 1.409A-3(i)(5)(ii)(A)(3).

In determining whether an event is considered a change in the ownership, a change in the effective control or a change in the ownership of a substantial portion of the assets of a corporation, the following provisions shall apply:

(a) A “change in the ownership” of the applicable corporation shall occur on the date on which any one person or more than one person acting as a group acquires ownership of stock of such corporation that, together with stock held by such person or group, constitutes more than 50% of the total fair market value or total voting power of the stock of such corporation, as determined in accordance with Treas. Reg. § 1.409A-3(i)(5)(v). If a person or group is considered either to own more than 50% of the total fair market value or total voting power of the stock of such corporation or to have effective control of such corporation within the meaning of Subsection (b) and such person or group acquires additional stock of such corporation, the acquisition of additional stock by such person or group shall not be considered to cause a change in the ownership of such corporation.

(b) A “change in the effective control” of the applicable corporation shall occur on either of the following dates:

(1) The date on which 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 persons) ownership of stock of such corporation possessing 30% or more of the total voting power of the stock of such corporation, as determined in accordance with Treas. Reg. § 1.409A-3(i)(5)(vi). If a person or group is considered to possess 30% or more of the total voting power of the stock of a corporation and such person or group acquires additional stock of such corporation, the acquisition of additional stock by such person or group shall not be considered to cause a change in the effective control of such corporation.

(2) The date on which a majority of the members of the applicable corporation’s board of directors is replaced during any 12-month period by directors whose appointment or election is not endorsed by a majority of the members of such corporation’s board of directors before the date of the appointment or election, as determined in accordance with Treas. Reg. § 1.409A-3(i)(5)(vi). In determining whether the event described in the preceding sentence has occurred, the applicable corporation to which the event must relate shall only include a corporation identified in accordance with Treas. Reg. § 1.409A-3(i)(5)(ii) for which no other corporation is a majority shareholder.

(c) A “change in the ownership of a substantial portion of the assets” of the applicable corporation shall occur on the date on which 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 corporation that have a total gross fair market value equal to or more than 40% of the total gross fair market value of all of the assets of the corporation immediately before such acquisitions, as determined in accordance with Treas. Reg. § 1.409A-3(i)(5)(vii). A transfer of assets shall not be treated as a change in the ownership of a substantial portion of the assets when such transfer is made to an entity that is controlled by the shareholders of the transferor corporation, as determined in accordance with Treas. Reg. § 1.409A-3(i)(5)(vii)(B).

2.7 “Code” shall mean the Internal Revenue Code of 1986, as amended from time to time.

2.8 “Company” shall mean Celanese Americas LLC and its successors.

2.9 “Company Contribution” shall mean the amount contributed by the Company on behalf of the Participant as described in Section 4.1.

2.10 “Employee” shall mean each individual employed by a Participating Company who is also a member of a select group of management or highly compensated employees.

2.11 “Managers” shall mean the managers of the Company.

2.12 “Participant” shall mean each Employee of a Participating Company who meets the eligibility requirements set forth in Section 3.1.

2.13 “Participating Company” shall mean the Company and each other organization that is designated by the Benefits Committee to adopt the Plan by action of its board of directors or other governing body and that does adopt the Plan.

For the purpose of determining whether a Participant has experienced a Separation from Service, the term “Participating Company” shall mean:

(a) The entity for which the Participant performs services and with respect to which the legally binding right to compensation deferred under this Plan arises; and

(b) All other entities with which the entity described above would be aggregated and treated as a single employer under Code Section 414(b) (controlled group of corporations) and Code Section 414(c) (a group of trades or businesses, whether or not incorporated, under common control), as applicable. To identify the group of entities described in the preceding sentence, the Benefits Committee shall use an ownership threshold of at least 50% as a substitute for the 80% minimum ownership threshold that appears in, and otherwise must be used when applying, the applicable provisions of Code Section 1563 for determining a controlled group of corporations under Code Section 414 (b) and Treas. Reg. § 1.414(c)-2 for determining the trades or businesses that are under common control under Code Section 414(c).

2.14 “Plan” shall mean the Celanese Americas Supplemental Retirement Savings Plan, as set forth herein and as amended from time to time.

2.15 “Plan Year” shall mean the calendar year (January 1 through December 31).

2.16 “Qualified Savings Plan” shall mean the Celanese Americas Retirement Savings Plan, as amended from time to time.

2.17 “Separation from Service” shall mean a termination of the services provided by a Participant to a Participating Company, whether voluntarily or involuntarily, other than by reason of death or disability, as determined by the Benefits Committee in accordance with Treas. Reg. § 1.409A-1(h). For a Participant who provides services to a Participating Company as an Employee, a Separation from Service shall occur when such Participant has experienced a termination of employment with such Participating Company. A Participant shall be considered to have experienced a termination of employment when the facts and circumstances indicate that the Participant and his Participating Company reasonably anticipate that either no further services shall be performed for the Participating Company after a certain date or that the level of

bona fide services the Participant shall perform for the Participating Company after such date (whether as an Employee or as an independent contractor) shall permanently decrease to no more than 20% of the average level of bona fide services performed by such Participant (whether as an Employee or an independent contractor) over the immediately preceding 36-month period (or the full period of services to the Participating Company if the Participant has been providing services to the Participating Company less than 36 months). If a Participant is on military leave, sick leave or other bona fide leave of absence, the employment relationship between the Participant and the Participating Company shall be treated as continuing intact if the period of such leave does not exceed six months or, if longer, so long as the Participant retains a right to reemployment with the Participating Company under an applicable statute or by contract. If the period of a military leave, sick leave or other bona fide leave of absence exceeds six months and the Participant does not retain a right to reemployment under an applicable statute or by contract, the employment relationship shall be considered to be terminated for purposes of the Plan as of the first day immediately following the end of such six-month period. In applying the provisions of this paragraph, a leave of absence shall be considered a bona fide leave of absence only if there is a reasonable expectation that the Participant shall return to perform services for the Participating Company.

Notwithstanding the foregoing provisions, if a Participant provides services for a Participating Company as both an Employee and as a director, to the extent permitted by Treas. Reg. § 1.409A-1(h)(5) the services provided by such Participant as a director shall not be taken into account in determining whether the Participant has experienced a Separation from Service as an Employee, and the services provided by such Participant as an Employee shall not be taken into account in determining whether the Participant has experienced a Separation from Service as a director.

2.18 “Valuation Date” shall mean every business day on which the New York Stock Exchange is open.

### ARTICLE III ELIGIBILITY

3.1 Eligible Participants. Any Employee who has been paid a full year Base Salary in excess of the Code Section 401(a)(17) limit shall be eligible to participate in the Plan for the Plan Year in which such eligibility requirement is met.

3.2 Eligibility for Company Contribution. To be eligible for a Company Contribution for a given Plan Year, a Participant must either be actively employed with a Participating Company on December 31 of that Plan Year or have terminated employment due to death during that Plan Year.

### ARTICLE IV SUPPLEMENTAL SAVINGS CONTRIBUTIONS AND EARNINGS

4.1 Amount of Contributions. The amount of Company Contributions made on behalf of each Participant to his Account under this Plan for each Plan Year shall be equal to (a) the amount calculated by subtracting the limit on compensation set forth in Code

Section 401(a)(17) from the Base Salary and multiplying the remainder by 6% plus (b) an amount equal to the Retirement Contribution that the Participant would have received under the Qualified Savings Plan for the Plan Year but for the limitation imposed by Code Section 401(a)(17) minus the Retirement Contribution that the Participant actually received under the Qualified Savings Plan for such Plan Year.

4.2 Amount of Interest. Each Participant's Account shall be adjusted (increased or decreased) by an earnings adjustment amount on each Valuation Date. Effective December 31, 2014, the earnings adjustment amount on each Valuation Date shall be (1) the rate of return since the most recent Valuation Date for the investment options selected by the Participant from among those options made available for such purpose by the Company, in accordance with procedures (including procedures for changing investment elections) established by the Company from time to time, (2) multiplied by the Participant's Account Balance on the most recent Valuation Date. If a Participant does not have a valid investment election in place, the Participant shall be deemed to have elected the default investment(s) specified by the Company from time to time.

4.3 Notice. A Participant who is entitled to benefits from this Plan shall receive a notice describing the amount of the benefits payable to him, as determined under Section 4.1.

#### ARTICLE V BENEFIT PAYMENTS

A lump sum distribution of a Participant's Account Balance shall be paid to the Participant on the first regular payroll date of the seventh calendar month following the date of the Participant's Separation from Service (unless the Participant dies prior to such first regular payroll date of the seventh calendar month, in which case the lump sum shall be paid to the Participant's Beneficiary on the first regular payroll date of the calendar month after the Participant's death). During that delayed payment period, the Participant's Account shall continue to be credited with interest pursuant to Section 4.2.

#### ARTICLE VI DEATH BENEFITS

6.1 Amount of Benefits. The amount of the benefits payable from this Plan to a Beneficiary, if any, shall be the amount in the Participant's Account established for the purposes of this Plan. Such amount shall be paid to the Participant's Beneficiary in a lump sum on the first regular payroll date of the calendar month after the Participant's death.

6.2 Notice. A Beneficiary who is entitled to benefits from this Plan shall receive a notice setting forth the amount of the benefits payable to him.

#### ARTICLE VII FUNDING

7.1 Unfunded Plan. The Plan is, and shall continue to be, an unfunded plan. The Participating Companies shall not save, set aside or earmark any monies or other property for the purpose of paying benefits that may later become payable hereunder to a Participant or his

surviving Spouse or Beneficiary.

7.2 Payment from General Assets. The benefits payable under the Plan shall be paid from the general assets of the Participating Companies when benefit payments are due and owing. Nothing contained in this Plan shall constitute a guarantee by the Participating Companies or by any other entity or person that the assets of the Participating Companies shall be sufficient to pay benefits hereunder.

7.3 Interest and Rights. No Participant or Beneficiary shall have any interest in the assets of the Participating Companies because he is entitled to receive benefits under this Plan. A Participant or Beneficiary shall have only the rights of a general unsecured creditor of the Participating Companies with respect to his benefits.

7.4 Change in Control. On a Change in Control the Company shall, as soon as practicable but in no event later than the effective date of the Change in Control, contribute to an irrevocable rabbi trust (the "Trust") such amount that is sufficient to fund the Trust for 100% of the accrued benefit liabilities under the Plan. Notwithstanding the foregoing, no assets shall be transferred to the Trust for any Participant who is an applicable covered employee (as defined in Code Section 409A(b)(3)(D)) during (a) any period during which the Celanese Americas Retirement Pension Plan, the Celanese Americas Pension Plan for Meredosia Union Employees or any successor plan is in at-risk status (as defined in Code Section 430(i)), (b) any period the Company or any Participating Company is a debtor in a case under Title 11 of the United States Code or similar federal or state law or (c) the 12-month period beginning on the date that is six months prior to the date of termination of the Celanese Americas Retirement Pension Plan, the Celanese Americas Pension Plan for Meredosia Union Employees or any successor plan where, as of the date of such termination, such plan is not sufficient for benefit liabilities (within the meaning of ERISA Section 4041. In addition, no assets shall be transferred to the Trust if such transfer would violate any of the restrictions under Code Section 409A(b).

## ARTICLE VIII ADMINISTRATION

8.1 Plan Administrator. The Benefits Committee shall be the administrator of the Plan and shall control and manage the operation of the Plan.

8.2 Duties and Powers of Benefits Committee.

(a) The Benefits Committee shall have all powers necessary to administer the Plan in accordance with its terms and applicable law and shall also have discretionary authority to determine eligibility for benefits and to construe the terms of the Plan. Any construction, interpretation or application of the Plan by the Benefits Committee shall be final, conclusive and binding on all persons.

(b) To the extent applicable, the Benefits Committee shall have the same specific duties and powers with respect to this Plan as it has with respect to the Qualified Savings Plan. Similarly, the Benefits Committee shall be subject to the same limits on its responsibilities with respect to this Plan as it is with respect to the Qualified Savings Plan.

### 8.3 Claims Procedure .

(a) In the event that the Benefits Committee denies, in whole or in part, a claim for benefits by a Participant or his Beneficiary, the Benefits Committee shall furnish notice of the adverse determination to the claimant setting forth (1) the specific reasons for the adverse determination, (2) specific reference to the pertinent Plan provisions on which the adverse determination is based, (3) a description of any additional information necessary for the claimant to perfect the claim and an explanation of why such information is necessary and (4) a description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination on review.

(b) The notice described in Subsection (a) shall be forwarded to the claimant within 90 days of the Benefits Committee's receipt of the claim. However, in special circumstances the Benefits Committee may extend the response period for up to an additional 90 days, in which event it shall notify the claimant in writing of the extension before the expiration of the initial 90-day period and shall specify the reasons for the extension.

(c) Within 60 days of receipt of a notice of an adverse determination, a claimant or his duly authorized representative may petition the Benefits Committee in writing for a full and fair review of the adverse determination. The claimant or his duly authorized representative shall have the opportunity to review relevant documents and to submit issues and comments in writing to the Benefits Committee. The Benefits Committee shall review the adverse determination and shall communicate its decision and the reasons therefor to the claimant in writing within 60 days of receipt of the petition setting forth (1) the specific reasons for the adverse determination, (2) specific reference to the pertinent Plan provisions on which the adverse determination is based, (3) a statement that the claimant is entitled to receive, on request and free of charge, reasonable access to and copies of all documents, records and other information relevant to the claimant's claim for benefits and (4) a statement describing any voluntary appeal procedures offered by the Plan and claimant's right to obtain information regarding such procedures and a statement of the claimant's right to bring an action under ERISA Section 502(a). However, in special circumstances the Benefits Committee may extend the response period for up to an additional 60 days, in which event it shall notify the claimant in writing prior to the commencement of the extension.

(d) If for any reason the written notice of the adverse benefit determination described in Subsection (a) is not furnished within 90 days of the Benefits Committee's receipt of a claim for benefits, the claim shall be deemed to be denied. Likewise, if for any reason the written decision on review described in Subsection (c) is not furnished within the time prescribed, the claim shall be deemed to be denied on review.

## ARTICLE IX AMENDMENT AND TERMINATION

It is the intention of each Participating Company that this Plan shall be permanent. However, each Participating Company reserves the right to terminate its participation in this Plan at any time by action of its board of directors or other governing body. Furthermore, the Plan may be



amended or terminated at any time by written action of the Managers. The Plan also may be amended by the Benefits Committee, provided such amendment either does not increase the cost to the Participating Companies by more than \$250,000 annually, as determined by an enrolled actuary selected by the Benefits Committee, or is required as a result of any business acquisition or divestiture approved by the Managers.

Each amendment to the Plan shall be in writing and shall be binding on each Participating Company. No amendment shall have the effect of retroactively depriving Participants of benefits already accrued under the Plan.

Any amendment or termination of the Plan shall become effective as of the date designated by the Managers or, if appropriate, the Benefits Committee. In addition, following a Plan termination, Participants' Account Balances shall remain in the Plan and shall not be distributed until such amounts become eligible for distribution in accordance with the other applicable provisions of the Plan. Notwithstanding the preceding sentence, to the extent permitted by Treas. Reg. § 1.409A-3(j)(4)(ix), the Managers may provide that on termination of the Plan, all Account Balances of the Participants shall be distributed, subject to and in accordance with any rules established by the Managers deemed necessary to comply with the applicable requirements and limitations of Treas. Reg. § 1.409A-3(j)(4)(ix).

Notwithstanding anything herein to the contrary, following the occurrence of a Change in Control, there shall be no modification to or revocation of the provisions of Section 7.4 without the written consent of the Managers serving immediately prior to the Change in Control, except for amendments necessary to comply with applicable law.

## ARTICLE X MISCELLANEOUS PROVISIONS

10.1 No Employment Rights. Neither the action of the Company in establishing the Plan, any provisions of the Plan nor any action taken by the Participating Companies or the Benefits Committee shall be construed as giving to any employee of a Participating Company the right to be retained in its employ or any right to payment except to the extent of the benefits to which he may become entitled under the Plan.

10.2 Loss of Eligibility and Benefits. Notwithstanding a Participant's satisfaction of the requirements for participation herein, such Participant may nevertheless be deemed to be ineligible to participate or to continue to participate in the Plan and be denied benefits hereunder if, on consideration of the facts and circumstances and any advice or recommendation of a Participating Company, the Managers find that such Participant has either before or after a Separation from Service (a) violated any Participating Company policies or the policies of any of its subsidiaries or affiliates, (b) directly or indirectly competed against a Participating Company or any of its subsidiaries or affiliates (where indirect competition could include, but not be limited to, the Participant's having worked for or with others who compete against the Participating Company or any of its subsidiaries or affiliates or do work that the Participating Company or any of its subsidiaries or affiliates may otherwise have had the opportunity to compete for), (c) committed a crime or other offense, (d) acted in a way considered adverse to a Participating Company or any of its subsidiaries or affiliates or (e) has taken an action or



has omitted to act in such a way that is considered contrary to a Participating Company's interests or the interests of any of its subsidiaries or affiliates.

10.3 Governing Law. Except to the extent preempted by federal law, the Plan shall be construed in accordance with the laws of the State of Texas without regard to conflict of law rules, and all disputes and controversies arising out of, concerning or in any way relating to the Plan, including but not limited to eligibility, benefit claims, administration and the amendment or termination of all or any portion of the Plan, shall be subject to the exclusive venue and jurisdiction of the federal courts located in the Dallas Division of the Northern District of Texas.

10.4 Severability of Provisions. If any provision of this Plan is determined to be void by any court of competent jurisdiction, the Plan shall continue to operate and, for the purposes of the jurisdiction of that court only, shall be deemed not to include the provisions determined to be void.

10.5 Mailing Address. Benefit payments and notifications hereunder shall be deemed made when mailed to the last address furnished to the Benefits Committee.

10.6 Spendthrift Clause. No benefit payable at any time under this Plan and no interest or expectancy herein shall be anticipated, assigned or alienated by any Participant, surviving Spouse or Beneficiary or subject to attachment, garnishment, levy, execution or other legal or equitable process. Any attempt to alienate or assign a benefit hereunder, whether currently or hereafter payable, shall be void. No benefit shall in any manner be liable for or subject to the debts or liability of any Participant, surviving Spouse or Beneficiary. If any Participant, surviving Spouse or Beneficiary attempts to or does alienate or assign his benefit under the Plan or any part thereof or if by reason of his bankruptcy or other event happening at any time such benefit would devolve on anyone else or would not be enjoyed by him, the Benefits Committee may terminate payment of such benefit and hold or apply it for the benefit of the Participant, surviving Spouse or Beneficiary.

10.7 Incapacity. If the Benefits Committee deems any individual who is entitled to receive payments hereunder to be incapable of receiving or disbursing the same by reason of illness, infirmity or incapacity of any kind, such payments shall be applied directly for the comfort, support and maintenance of the individual or shall be paid to any responsible person caring for the individual who is determined by the Benefits Committee to be qualified to receive and disburse such payments for the individual's benefit. The receipt of such person shall be a complete acquittance for the payment of the benefit. Payments pursuant to this Section shall be complete discharge to the extent thereof of any and all liability of the Participating Companies and the Benefits Committee.

10.8 Tax Withholding. The Benefits Committee shall have the right to withhold from benefit payments any and all local, state and federal taxes that may be withheld in accordance with applicable law. In addition, a Participant's Participating Company shall withhold from the Participant's Base Salary the Participant's share of Federal Insurance Contributions Act (FICA) taxes and other employment taxes that are owed on Company Contributions credited to the Participant's Account. If necessary, a Participating Company may instruct the Benefits Committee to pay all or any portion of such FICA taxes (and income taxes that are required to be

withheld on such FICA tax payment) from the Participant's Account in accordance with the requirements of Treas. Reg. § 1.409A-3(j)(4)(vi) and the Participant's Account Balance shall be reduced by such payment.

10.9 Distribution Delays. A payment under the Plan shall be made on the date specified in the Plan or as soon as administratively practicable thereafter. However, if for administrative or any other reasons there is a delay in the payment beyond the date specified in the Plan, the payment shall not be delayed beyond the last day permitted under Treas. Reg. § 1.409A-3(d) for treating a delayed payment as having been made on the applicable specified payment date.

10.10 Compliance with Code Section 409A. It is intended that this Plan comply with the provisions of Code Section 409A. This Plan shall be administered in a manner consistent with this intent, and any provision that would cause the Plan to fail to satisfy Code Section 409A shall have no force and effect until amended to comply with Code Section 409A (which amendment may be retroactive to the extent permitted by Code Section 409A and may be made by the Company without the consent of the affected Participants).

Notwithstanding anything herein to the contrary, in the event that all or any portion of a Participant's benefit under this Plan is includible in the Participant's income as a result of a failure to comply with the requirements of Code Section 409A, the Managers may direct the Plan to pay to the Participant during the Plan Year in which such failure is identified a lump sum payment from the Participant's Account equal to the amount that is required to be included in the Participant's income as a result of such failure. The Participant's Account Balance shall be reduced by the amount of such payment.

Executed this 7th day of February, 2014.

CELANESE BENEFITS COMMITTEE

/s/ JIM COPPENS

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Jim Coppens

/s/ JAN DEAN

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Jan Dean

/s/ CHRIS JENSEN

---

Chris Jensen



# News Release

Celanese Corporation

222 W. Las Colinas Blvd., 900N

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## Jean Blackwell Elected to Celanese Board of Directors

**DALLAS, February 11, 2014** --- Celanese Corporation (NYSE: CE), a global technology and specialty materials company, today announced that Jean Blackwell has been elected to the company's board of directors effective February 11. Blackwell is a former executive vice president, corporate responsibility, of Cummins Inc., a global power leader that designs, manufactures, distributes and services diesel and natural gas engines and engine related component products. Previously, Blackwell served as chief financial officer of Cummins Inc. Prior to joining Cummins, Blackwell was a partner at an Indianapolis law firm. Blackwell also serves as a member of the board of directors of United Stationers Inc., a leading national wholesale distributor of business products, and previously served as a director of Phoenix Companies Inc., a life insurance company.

"Jean's broad experience, including her executive positions at Cummins and her experience serving on the boards of other public companies, provides her with a deep understanding of the internal operations of a public company, which will serve us well as we continue to create value for our shareholders. We are extremely pleased to have Jean join our board," said Mark Rohr, chairman and chief executive officer.

Blackwell received her Bachelor of Arts degree in Economics from The College of William and Mary, and her Juris Doctorate from the University of Michigan.

Blackwell will serve on Celanese's board of directors until the company's annual meeting of stockholders in April 2014, at which time she will be a nominee for election by stockholders.

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### ***About Celanese***

*Celanese Corporation is a global technology leader in the production of differentiated chemistry solutions and specialty materials used in most major industries and consumer applications. With sales almost equally divided between North America, Europe and Asia, the company uses the full breadth of its global chemistry, technology and business expertise to create value for customers and the corporation. Celanese partners with customers to solve their most critical needs while making a positive impact on its communities and the world. Based in Dallas, Texas, Celanese employs approximately 7,400 employees worldwide and had 2013 net sales of \$6.5 billion. For more information about Celanese Corporation and its product offerings, visit [www.celanese.com](http://www.celanese.com) or our blog at [www.celaneseblog.com](http://www.celaneseblog.com).*