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CELANESE CORP

FORM 8-K
(Current report filing)

Filed 04/27/10 for the Period Ending 04/21/10

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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): April 21, 2010

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.)

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 2.02 Results of Operations and Financial Condition

On April 27, 2010, Celanese Corporation (the " Company ") issued a press release reporting the financial results for its first quarter of 2010. A copy of the press release is attached to this Current Report on Form 8-K (" Current Report ") as Exhibit 99.1 and is incorporated herein solely for purposes of this Item 2.02 disclosure.

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

On April 21, 2010, Sandra Beach Lin notified the Company of her resignation, effective August 1, 2010, as the Company's Corporate Executive Vice President.

In connection with Ms. Lin's resignation from the Company, the Company and Ms. Lin entered into that certain Agreement and General Release (the " Separation Agreement ") dated April 23, 2010, pursuant to which Ms. Lin agreed to voluntarily resign from all positions she holds with the Company and any of its subsidiaries on August 1, 2010. A summary of the material terms of the Separation Agreement is set forth below:

- Separation Payment : The Company will pay Ms. Lin an amount equal to her current annual base salary plus target bonus, for a total payment of $990,000, less any lawful deductions, according to the payment schedule provided in the Separation Agreement.
- 2010 Bonus Payments : Ms. Lin will be paid a prorated bonus payout for 2010, without modification for Company or individual performance. If Ms. Lin departs on August 1, 2010, the prorated 2010 bonus will be $256,667. Ms. Lin's 2010 bonus payout will be paid to her no later than September 1, 2010.
- Vesting and Exercise of Equity Awards : As of August 1, 2010, 150,000 of the 200,000 stock options granted to Ms. Lin will have vested and will be exercisable through August 1, 2011. The remaining 50,000 stock options will be cancelled on August 1, 2010 for no additional consideration. Ms. Lin will vest in a pro-rata portion of all restricted stock unit and long-term incentive cash awards outstanding on August 1, 2010, in accordance with the respective award agreements.

In addition to the above terms, the Separation Agreement provides for the payment of several other miscellaneous benefits to Ms. Lin, including continuation of certain Company benefits and payment for unused vacation time. The Separation Agreement also provides for a release by Ms. Lin of any claims that she may have against the Company. The foregoing summary is qualified in its entirety by reference to the Separation Agreement, a copy of which is attached to this Current Report as Exhibit 10.1 and is incorporated herein by reference.

Item 5.07 Submission of Matters to a Vote of Security Holders

On April 22, 2010, the Company held its Annual Meeting of Stockholders. During this meeting, our stockholders were asked to consider and vote upon two proposals: (1) to elect three Class III Directors to our Board of Directors to serve for a term which expires at the annual meeting of stockholders in 2013 or until their successors are duly elected and qualified, and (2) to ratify the appointment of our independent registered public accounting firm.

On the record date of February 24, 2010, there were 156,580,100 shares of the Company's Series A common stock issued and outstanding and entitled to be voted at the annual meeting, if represented. For each proposal, the results of the shareholder voting were as follows:

	Votes For	Votes Against	Abstain
1. Election of director nominees to serve as Class III directors, for a term which expires at the annual meeting of stockholders in 2013			
Mark C. Rohr	132,316,536	2,461,795	17,305
Farah M. Walters	133,658,409	1,119,874	17,353
David N. Weidman	132,928,998	1,850,082	16,556

	Votes For	Votes Against	Abstain
2. Ratification of appointment of KPMG LLP as the Company's independent registered public accounting firm	139,222,965	1,309,507	25,063

Item 7.01 Regulation FD Disclosure

On April 27, 2010, David N. Weidman, Chairman and Chief Executive Officer of the Company, and Steven M. Sterin, Senior Vice President and Chief Financial Officer of the Company, will make a presentation to investors and analysts via a webcast hosted by the Company at 10:00 a.m. ET (9:00 a.m. CT). The webcast and slide presentation may be accessed on our website at www.celanese.com under Investor/Presentations & Webcasts. A copy of the slide presentation posted during the webcast is attached to this Current Report as Exhibit 99.2 and is incorporated herein solely for purposes of this Item 7.01 disclosure.

Item 8.01 Other Events

On April 26, 2010, the Company issued a press release announcing that its Board of Directors had approved a 25% increase in the Company's quarterly common stock dividend. A copy of the press release is attached to this Current Report as Exhibit 99.3 and is incorporated herein solely for purposes of this Item 8.01.

On April 27, 2010, the Company issued a press release announcing that it was proposing to close its acetate manufacturing facility in Spondon, Derby, United Kingdom. A copy of the press release is attached to this Current Report as Exhibit 99.4 and is incorporated herein solely for purposes of this Item 8.01.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

Exhibit Number	Description
10.1	Agreement and General Release, dated April 23, 2010, between Celanese Corporation and Sandra Beach Lin
99.1	Press Release dated April 27, 2010*
99.2	Slide Presentation dated April 27, 2010*
99.3	Press Release dated April 26, 2010
99.4	Press Release dated April 27, 2010

* In connection with the disclosure set forth in Item 2.02 and Item 7.01, the information in this Current Report, including the exhibits attached hereto, is being furnished and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the " Exchange Act "), or otherwise subject to the liabilities of such section. The information in this Current Report, including the exhibits, shall not be incorporated by reference into any filing under the Securities Act of 1933, as amended or the Exchange Act, regardless of any incorporation by reference language in any such filing. This Current Report will not be deemed an admission as to the materiality of any information in this Current Report that is required to be disclosed solely by Regulation FD.

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 Assistant Corporate Secretary

Date: April 27, 2010

Exhibit Index

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Exhibit 10.1

Celanese

AGREEMENT AND GENERAL RELEASE

Celanese Corporation, its Subsidiaries and its Affiliates, (" Employer " or " Company "), 1601 West LBJ Freeway, Dallas, Texas 75234 and **Sandra Beach Lin** , her heirs, executors, administrators, successors, and assigns (" Employee "), agree that:

1. **Last Day of Employment** . The last day of employment with Celanese is August 1, 2010, (the " Departure Date "), or such earlier date as the Company may determine in its sole discretion. If the Company exercises its discretion to accelerate the Departure Date (Accelerated Departure Date or ADD), the Consideration set forth in Paragraph 2(a) thru 2(l), remains as set forth below. That is, as if she departed on August 1, 2010. However, if her departure on the ADD causes her to not vest in a benefit, Employer and Employee will agree on a make whole substitution. In addition, Employee will receive her salary, in a lump sum, for the difference in dates between the Departure Date and Accelerated Departure Date. If Employee voluntarily resigns before the Departure Date, without the express consent of the Employer, she shall immediately be removed from the payroll and shall not be entitled to any of the consideration set forth in Paragraphs 2(b), (c), (e), (g), (h), (i) and (j) below; and Paragraph 2(d) shall be adjusted to reflect the date of her voluntary resignation in accordance with the terms of the applicable award agreements. If the Employee voluntarily resigns early, with the consent of the Company, the consideration in Paragraph 2b remains as set forth below. However, the consideration in Paragraphs 2 (c),(d),(e),(f),(g) and (h), will be adjusted to correspond with the New Departure Date (NDD) and Employee will only be paid her base salary until the NDD.

2. **Consideration** . Each separate installment under this Agreement shall be treated as a separate payment for purposes of determining whether such payment is subject to or exempt from compliance with the requirements of Section 409A of the Internal Revenue Code. In consideration for signing this Agreement and compliance with the promises made herein, Employer and Employee agree:

a. Voluntary Resignation . Employee agrees to voluntarily resign from the Employer effective on the Departure Date, ADD, or NDD as the case may be. Effective as of the close of business on such Departure Date, Employee will resign from all positions held as a corporate officer of the Company (including without limitation any positions as an officer, employee and/or director), and from all positions held on behalf of the Company (e.g., external board memberships, internal committee positions).

b. Separation Pay . The Company will pay an amount equal to her current annual base salary plus target annual bonus for a total payment of $990,000, less any lawful deductions. Such amount shall be paid in installments as follows; (i) the first installment in the amount of $495,000 (representing 50% of the total payment) will be paid within 30 business days of the Departure Date, and (ii) the remaining $495,000 will be paid in thirteen (13) substantially equal bi-weekly installments that begin within 30 days of the Departure Date.

c. Bonus . Employee will be eligible to receive a full year bonus payout for 2009 and, if the Departure Date is after January 31, 2010, for 2010, a prorated bonus payout based on the number of full months of service completed in 2010. The full year 2009 bonus will be based on the Target bonus for a Salary Level 1 employee (80% of annual base salary), adjusted for Company performance, but without modification for Employee's individual performance (a 1.0 personal modifier). If applicable, the prorated 2010 bonus payout will be based on the Target bonus for a Salary Level 1 employee (80% of annual base salary), and without modification for Employee's individual performance (a 1.0 personal modifier). Assuming an August 1, 2010 Departure Date, the prorated 2010 bonus would be $256,667. The 2009 bonus payout will be paid to the Employee during the 2010 calendar year, but in no event later than March 15, 2010. The 2010 prorated bonus payout, if any, will be paid no later than September 1, 2010. If Employer chooses to accelerate Employee's departure date, she will nevertheless be eligible for a bonus payout of $256,667 for the 2010 bonus payout. If Employee voluntarily resigns early, with the consent of the Company, the 2010 bonus payout will be prorated to correspond with the New Departure Date (NDD).

d. Equity and Long Term Incentive Cash Awards . Employee will retain vesting rights to the following awards in the following prorated amounts, in accordance with her respective award agreements; all other awards shall be canceled effective on the departure date.

2007 Stock Options

Vesting Period	Options Granted	Vested as of 8/1/2010	Unvested as of 8/1/2010	Options Cancelled on 8/1/2010	Exercisable until:
7/25/2007 - 1/1/2012	200,000	150,000	50,000	50,000	8/1/2011

2007 Performance-Based RSU Award

Vesting Period	Unvested RSUs (Target)	Numerator	Denominator	Prorated Amount	Timing of Payment
4/1/2007 - 9/30/2010	3,750	42	42	3,750	Oct. 2010
4/1/2007 - 9/30/2011	3,750	41	54	2,847	Oct. 2011

2008 Time-vested RSU

Vesting Period	Unvested RSUs	Vested as of 8/1/2010	Unvested as of 8/1/2010	Shares Cancelled on 8/1/2010	Timing of Payment
2/7/2008 - 2/7/2011	3,000	0	3,000	3,000	NA
2/7/2008 - 2/7/2012	3,000	0	3,000	3,000	NA

2008 Performance-Based RSU and LTI Cash Award

Vesting Period	Target Award	Numerator	Denominator	Prorated Amount	Timing of Payment
2008 Performance RSU Award:					
12/11/2008 - 9/30/2011	21,700	21	34	13,403	Oct. 2011
2008 LTI Cash Award:					
12/11/2008 - 10/14/2011	$1,675,000	21	34	$532,059	Sept. 2010

2009 Performance-Based RSU and Time Vested RSUs

Vesting Period	Target Award	Numerator	Denominator	Prorated Amount	Timing of Payment
2009 Performance RSU Award:					
12/2/2009 - 9/30/2012	24,000	9	34	6,353	Oct. 2012
2009 Time Vested RSUs:					
10/1/2009 - 10/1/2010	7,200	9	12	5,400	Oct. 2010
10/1/2009 - 10/1/2011	7,200	9	24	2,700	Oct. 2011
10/1/2009 - 10/1/2012	9,600	9	36	2,400	Oct. 2012

e . **Pension and 401(k) Plan Vesting** . If Employee is eligible, the Employer will fulfill its obligations according to the terms of the respective Plans.

f. Unused Vacation . The Employer will pay to Employee wages for any approved vacation carried over from 2009 and any prorated unused vacation for 2010 under the standard procedure for calculating and paying any unused vacation to separated employees. The gross amount due to Employee, less any lawful deductions, will be payable on or about September 1, 2010 **;** subject to the Employee providing the details of any vacation days utilized during 2009 and 2010 through the exit interview process. Employee will receive $2,115 for each day of unused vacation paid out.

g. Company Benefit Plans . Healthcare & dental plan coverage based on the Employee's current health & dental plan elections will continue until the end of the month in which the Employee separates, in this case August 31, 2010 (assuming a August 1, 2010 Departure Date). All other normal company programs (e.g., life insurance, long term disability, 401(k) contributions, etc.) will continue through the Departure Date.

h. COBRA Reimbursement and Continued Medical Plan Coverage . If the Employee elects to continue coverage (and the coverage of her eligible family members) under the Employer's medical and dental plans for active employees pursuant to the requirements of the Consolidated Omnibus Reconciliation Act of 1985, as amended (" COBRA "), the Employer will provide twelve (12) **months** of company-paid COBRA health care coverage paid directly to the insurance provider. Thereafter, Employee shall be entitled to elect to continue such COBRA coverage for an additional six (6) months, the remainder of the COBRA period, at her own expense.

i. Outplacement Assistance . The Employer will pay for Outplacement services for twelve (12) months, available seven (7) days after signing the Release. Employee may select an outplacement firm of her choice. However, the fee paid to the firm by Employer is capped at $25,000.

j. Reference Letter & Exit Statement — Employer agrees to provide a favorable letter of reference, mutually agreed to by Employer & Employee and signed by the Chairman & CEO. Employer will provide a favorable announcement of departure, for both internal and external inquiries, mutually agreed to between Employer and Employee.

k. Return of Company Property . Employee will surrender to Employer, on the last day of employment, all company materials, including, but not limited to: company car, laptop computer, phone, credit card, calling cards, etc. Employee will be responsible for resolving any outstanding balances on the company credit card.

l. Withholding . The payments and other benefits provided under this Agreement shall be reduced by applicable withholding taxes and other lawful deductions.

3. **No Consideration Absent Execution of this Agreement** . Employee understands and agrees that she would not receive the monies and/or benefits specified in Paragraph 2 above, unless the Employee signs this Agreement on the signature page without having revoked this Agreement pursuant to Paragraph 16 below and the fulfillment of the promises contained herein.

4. **General Release of Claims** . Employee knowingly and voluntarily releases and forever discharges, to the full extent permitted by law, in all countries, including but not limited to the U.S., the Peoples

Republic of China (PRC), U.K. and Germany, the Employer, its parent corporation, affiliates, subsidiaries, divisions, predecessors, successors and assigns and the current and former employees, officers, directors and agents thereof (collectively referred to throughout the remainder of this Agreement as " Employer "), of and from any and all claims, known and unknown, asserted and unasserted, Employee has or may have against Employer as of the date of execution of this Agreement, including, but not limited to, any alleged violation of:

- Title VII of the Civil Rights Act of 1964, as amended;
- The Civil Rights Act of 1991;
- Sections 1981 through 1988 of Title 42 of the United States Code, as amended;
- The Employee Retirement Income Security Act of 1974 (ERISA), as amended;
- The Immigration Reform and Control Act, as amended;
- The Americans with Disabilities Act of 1990, as amended;
- The Age Discrimination in Employment Act of 1967, as amended;
- The Workers Adjustment and Retraining Notification Act, as amended;
- The Occupational Safety and Health Act, as amended;
- The Sarbanes-Oxley Act of 2002;
- The Texas Civil Rights Act, as amended;
- The Texas Minimum Wage Law, as amended;
- Equal Pay Law for Texas, as amended;
- Any other federal, state or local civil or human rights law, or any other local, state or federal law, regulation or ordinance; or any law, regulation or ordinance of a foreign country, including but not limited to the PRC, Federal Republic of Germany and the United Kingdom;
- Any public policy, contract, tort, or common law;
- The employment, labor and benefits laws and regulations in all countries in addition to the U.S. including but not limited to the U.K. and Germany;
- Any claim for costs, fees, or other expenses including attorneys' fees incurred in these matters.

However, Employee does not waive rights or claims that may arise after the date she executes this Agreement, or those rights or claims which arise out of or in connection with the Agreement itself.

5. **Affirmations** . Employee affirms that she has not filed, caused to be filed, or presently is a party to any claim, complaint, or action against Employer in any forum or form. Provided, however, that the foregoing does not affect any right to file an administrative charge with the Equal Employment Opportunity Commission (" EEOC "), subject to the restriction that if any such charge is filed, Employee agrees not to violate the confidentiality provisions of this Agreement and Employee further agrees and covenants that should she or any other person, organization, or other entity file, charge, claim, sue or cause or permit to be filed any charge with the EEOC, civil action, suit or legal proceeding against the Employer involving any matter occurring at any time in the past, Employee will not seek or accept any personal relief (including, but not limited to, monetary award, recovery, relief or settlement) in such charge, civil action, suit or proceeding.

Employee further affirms that she has reported all hours worked as of the date of this release and has been paid and/or has received all leave (paid or unpaid), compensation, wages, bonuses, commissions, and/or benefits to which she may be entitled and that no other leave (paid or unpaid), compensation, wages, bonuses, commissions and/or benefits are due to her, except as provided in this Agreement. Employee furthermore affirms that she has no known workplace injuries or occupational diseases and has been provided and/or has not been denied any leave requested under the Family and Medical Leave Act. Employer affirms, to its' knowledge, it has no existing claims against Employee.

6. **Confidentiality** . Employee agrees and recognizes that any knowledge or information of any type whatsoever of a confidential nature relating to the business of the Employer or any of its subsidiaries, divisions or affiliates, including, without limitation, all types of trade secrets, client lists or information, employee lists or information, information regarding product development, marketing plans, management organization, operating policies or manuals, performance results, business plans, financial records, or other financial, commercial, business or technical information (collectively " Confidential Information "), must be protected as confidential, not copied, disclosed or used other than for the benefit of the Employer at any time unless and until such knowledge or information is in the public domain through no wrongful act by Employee. Employee further agrees not to divulge to anyone (other than the Employer or any persons employed or designated by the Employer), publish or make use of any such Confidential Information without the prior written consent of the Employer, except by an order of a court having competent jurisdiction or under subpoena from an appropriate government agency.

7. **Non-competition/Non-solicitation/Non-hire** . Employee acknowledges and recognizes the highly competitive nature of the business of the Employer. Without the express written permission of Celanese, for a period of fifty-two (52) weeks, following the Departure Date (the " Restricted Period "), Employee acknowledges and agrees that she will not: (i) directly or indirectly solicit sales of like products similar to those produced or sold by Employer within the Ticona, Nutrinova or Acetate business units of Employer; or (ii) directly engage or become employed with any business that competes with the business of the Ticona, Nutrinova or Acetate business units of Celanese, including but not limited to: direct sales, supply chain, marketing, or manufacturing for a producer of products similar to those produced or licensed by the aforementioned business units of Celanese. In addition, for two (2) years, Employee will not directly or indirectly solicit, nor hire employees of Celanese for employment. However, nothing in this provision shall restrict Employee from owning, solely as an investment, publicly traded securities of any company which is engaged in the business of Celanese if Employee (i) is not a controlling person of, or a member of a group which controls; and (ii) does not, directly or indirectly, own 5% or more of any class of securities of any such company.

8. **Governing Law and Interpretation** . This Agreement shall be governed and conformed in accordance with the laws of the State of Texas, without regard to its conflict of laws provision. In the event the Employee or Employer breaches any provision of this Agreement, Employee and Employer affirm that either may institute an action to specifically enforce any term or terms of this Agreement. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

9. **Non-admission of Wrongdoing** . The parties agree that neither this Agreement nor the furnishing of the consideration for this Release shall be deemed or construed at anytime for any purpose as an admission by Employer of any liability or unlawful conduct of any kind.

10. **Non - Disparagement** . Employee agrees not to disparage, or make disparaging remarks or send any disparaging communications concerning, the Employer, its reputation, its business, and/or its directors, officers, managers. Likewise the Employer's senior management agrees not to disparage, or make any disparaging remark or send any disparaging communication concerning Employee, her reputation and/or her business. A disparaging statement is any communication, oral or written, which would tend to cause the recipient of the communication to question the business condition, integrity, competence, fairness, or good character of the person or entity to whom the communication relates.

11. **Future Cooperation after Departure Date** . After the Departure Date, Employer may make reasonable requests of Employee for assistance, and Employee agrees to make reasonable efforts to assist Company including but not limited to: assisting with transition duties, assisting with issues that arise after retirement of employment and assisting with the defense or prosecution of any lawsuit or claim. This includes but is not limited to providing deposition testimony, attending hearings and testifying on behalf of the Company. The Company will reimburse Employee for reasonable time and expenses in connection with any future cooperation after the Departure Date, at her current annual pay, converted to an hourly rate of $475 /hr. Time and expenses can include loss of pay or using vacation time at a future employer. The Company shall reimburse the Employee within 30 days of remittance by Employee to the Company of such time and expenses incurred. Employer further agrees to provide Employee with legal representation in connection with such action, suit or proceeding, for all activities while Employee was acting in the course and scope of her employment. Should Employer determine that a conflict of interest exists between her and Employer relating to said cooperation, Employer will pay the cost of legal representation for all actions of Employee while working in the course and scope of her employment. Employer reserves the right to approve, in advance, Employee's selection and the cost of said representation.

12. **Indemnification** . Employer agrees to indemnify Employee and hold Employee harmless if she is a party or is threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative, or investigative (including any action or suit by or in the right of the Company) by reason of the fact that she was working, in the course and scope of her employment **,** as a director, officer employee, or agent of the Company or was serving at the request of the Company as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorney's fees approved in advance by the Employer), judgments, fines and amounts paid in settlement actually and reasonably incurred by her in connection with such action, suit or proceeding, to the full extent permitted under applicable state and/or federal law.

13. **IRS Code Section 409A** . The parties intend that this Agreement will be interpreted so that pay and benefits provided hereunder will comply with or be exempt from Section 409A of the Internal Revenue Service Code of 1986. If Employee or the Company believes that this Agreement, or any benefit hereunder, is subject to Section 409A, each party shall advise the other and shall advise the other and shall cooperate in good faith to take such steps as necessary, including amending this Agreement without a diminution in the benefits Employee is entitled to receive, to avoid the imposition of a Section 409A tax

14. **Injunctive Relief** . Employee agrees and acknowledges that the Employer will be irreparably harmed by any breach, or threatened breach by her of this Agreement and that monetary damages would be grossly inadequate. Accordingly, she agrees that in the event of a breach, or threatened breach by her of this Agreement the Employer shall be entitled to apply for immediate injunctive or other preliminary or equitable relief, as appropriate, in addition to all other remedies at law or equity.

15. **Review Period** . Employee is hereby advised she has until April 23, 2010, which is at least forty-five (45) calendar days from the initial notification date, to review this Agreement and to consult with an attorney prior to execution of this Agreement. Employee agrees that any modifications, material or otherwise, made to this Agreement do not restart or affect in any manner the original forty-five (45) calendar day consideration period.

16. **Revocation Period and Effective Date**. In the event that Employee elects to sign and return to the Company a copy of this Agreement, she has a period of seven (7) days (the "Revocation Period") following the date of such execution to revoke this Agreement, after which time this agreement will become effective (the "Effective Date") if not previously revoked. In order for the revocation to be effective, written notice must be received by the Company no later than close of business on the seventh day after the Employee signs this Agreement at which time the Revocation Period shall expire.

17. **Amendment**. This Agreement may not be modified, altered or changed except upon express written consent of both parties wherein specific reference is made to this Agreement.

18. **Entire Agreement**. This Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any prior obligation of the Employer to the Employee. Employee acknowledges that she has not relied on any representations, promises, or agreements of any kind made to her in connection with her decision to accept this Agreement, except for those set forth in this Agreement **.** Notwithstanding the foregoing, it is expressly understood and agreed that the Equity Agreements and the Long Term Incentive Award Claw Back Agreement executed by Employee shall remain in full force and effect, except as such Equity Agreements are modified by Section 2(d) of this Agreement. In addition, the execution of this Agreement is not intended to release Employer from the Indemnification provision, in Paragraph 13.

19. HAVING ELECTED TO EXECUTE THIS AGREEMENT, TO FULFILL THE PROMISES AND TO RECEIVE THE SUMS AND BENEFITS IN PARAGRAPH "2" ABOVE, EMPLOYEE FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS SHE HAS OR MIGHT HAVE AGAINST EMPLOYER.

IN WITNESS WHEREOF, the parties hereto knowingly and voluntarily executed this Release as of the date set forth below.

Employee

By: /s/ Sandra Beach Lin
Sandra Beach Lin

Date: April 23, 2010

Celanese Corporation:

By: /s/ Jacquelyn H. Wolf
Jacquelyn H. Wolf
Senior Vice President, Human Resources

Date: April 23, 2010

Exhibit 99.1

Celanese Corporation
Investor Relations
1601 West LBJ Freeway
Dallas, Texas 75234

Corporate News Release

Celanese Corporation Reports Strong First Quarter Results
Record Quarterly Performance in Advanced Engineered Materials;
Raises Outlook for Full Year

First quarter highlights:

- Net sales were $1,388 million, up 21% from prior year period
- Operating profit was ($14) million versus $27 million in prior year period
- Net earnings were $18 million versus ($20) million in prior year period
- Operating EBITDA was $246 million versus $136 million in prior year period
- Diluted EPS from continuing operations was $0.09 versus ($0.17) in prior year period
- Adjusted EPS was $0.67 versus $0.08 in prior year period

	Three Months Ended March 31,	
(in $ millions, except per share data)	**2010**	**2009**
Net sales	**1,388**	1,146
Operating profit (loss)	**(14)**	27
Net earnings (loss) attributable to Celanese Corporation	**18**	(20)
Operating EBITDA [1]	**246**	136
Diluted EPS — continuing operations	**$ 0.09**	($0.17)
Diluted EPS — total	**$ 0.10**	($0.16)
Adjusted EPS [2]	**$ 0.67**	$ 0.08

1 Non-U.S. GAAP measure. See reconciliation in Table 1.

2 Non-U.S. GAAP measure. See reconciliation in Table 6.

Dallas, April 27, 2010: Celanese Corporation (NYSE: CE), a leading, global chemical company, today reported first quarter 2010 net sales of $1,388 million, up 21 percent from the same period last year. The increase was primarily driven by significantly higher volumes across most businesses, particularly in Advanced Engineered Materials, as a result of the global economic recovery. Operating profit was a loss of $14 million compared with a profit of $27 million in the prior year period. This quarter's results included $135 million of other charges and other adjustments, primarily associated with the proposed closure of its acetate manufacturing facility in Spondon, Derby, United Kingdom. Net earnings were a profit of $18 million compared with a loss of $20 million in the same period last year, with earnings from equity investments and dividends from cost investments $49 million higher than the prior year period.

Adjusted earnings per share for the first quarter of 2010 were $0.67 compared with $0.08 in the same period last year. Results for the first quarter of 2009 included an inventory accounting impact of approximately $32 million before taxes primarily related to the negative effects of first-in, first out (FIFO) accounting. Adjusted earnings per share for the first quarter of 2010 are based on an effective tax rate of 20 percent and a diluted share count of 158.9 million.

Operating EBITDA in the period was $246 million compared with $136 million in the prior year period. Adjusted earnings per share and operating EBITDA both exclude the $135 million of other charges and other adjustments. The company estimated that higher raw material costs in acetyl derivatives, primarily related to ethylene, had a total net impact of between $15 million and $20 million in the first quarter of 2010.

“We are pleased with Celanese’s performance in the quarter as it clearly demonstrated the operating leverage of our advantaged portfolio,” said David Weidman, chairman and chief executive officer. “As the global economy rebounded off of its 2009 low point, our businesses continued to show signs of an accelerating sequential recovery. Our Advanced Engineered Materials business saw significant volume increase due to improving demand and continued success in our innovation and application development efforts. Although our acetyl chain experienced some impact from higher raw material costs during the period, we expect to offset this over the next two quarters.”

Recent Highlights

- Announced the construction of a 50,000 ton polyacetal (POM) production facility in its National Methanol Co. joint venture (Ibn Sina) in Saudi Arabia and extended the venture, which will now run until 2032. Upon successful startup of the POM facility, Celanese’s economic interest in Ibn Sina will increase from 25 percent to a total of 32.5 percent.
- Announced it is considering a consolidation of its global acetate manufacturing capabilities with the potential closure of its acetate manufacturing facility in Spondon, Derby, United Kingdom. The company expects this proposed action would meet its return criteria for investment in productivity-related projects.
- Received formal approval of its previously announced plans to expand flake and tow capacities, each by 30,000 tons, at its joint venture facility in Nantong, China, with its joint venture partner, China National Tobacco Corporation.
- Announced a 25 percent increase in its quarterly common stock cash dividend beginning August 2010. The annual dividend rate will increase from $0.16 to $0.20 per share of common stock and the quarterly rate will increase from $0.04 to $0.05 per share.

First Quarter Segment Overview

Advanced Engineered Materials

Advanced Engineered Materials delivered record performance in both earnings and volume as it continued to demonstrate the significant operating leverage of its specialty engineered polymers business model. Net sales for the first quarter were $282 million compared with $165 million in the first quarter of 2009, driven by significantly higher volumes, positive currency effects and sales from the Future Advanced Composites Technology long-fiber reinforced thermoplastics (LFT) business acquired in December 2009. The higher volumes were attributed to the global economic recovery across most of its end-use industries and geographies and continued success of its application development and product innovation strategies. Additionally, the quarter’s results benefited from additional volumes due to a polyacetal (POM) competitor outage in Europe during the period. These increases were partially offset by lower average pricing due to product mix and the sales mix effect of lower priced, non-specified applications related to the competitor outage. Operating profit increased to $46 million compared with a loss of $19 million in the same period last year. Operating EBITDA was $82 million in the first quarter of 2010 compared with $0 in the prior year period. Equity earnings from affiliates were $29 million higher than last year's results, reflecting similar volume increases as the company's Ticona business and the positive sequential effects of the planned turnaround in the fourth quarter of 2009.

Consumer Specialties

Consumer Specialties continued to deliver sustained earnings despite ongoing softness in industry demand. Net sales for the first quarter were $238 million compared with $266 million in the same period last year, driven primarily by lower volumes in Europe and North America and the timing of sales related to an electrical disruption and subsequent production outage at the company's acetate manufacturing facility in Narrows, Virginia. The facility resumed normal operations during the quarter and the company expects to recover the impacted volume throughout the remainder of the year. Operating profit was a loss of $30 million compared with a profit of $66 million in the prior year period. First quarter 2010 results included $80 million of other charges and other adjustments, primarily associated with a non-cash impairment charge related to the company's proposed closure of its acetate manufacturing facility in Spondon, Derby, United Kingdom. The company's fixed spending reduction efforts were not able to offset the lower volumes and higher energy costs. Operating EBITDA, excluding all other charges and other adjustments, was $61 million compared with $81 million in the prior year period.

Industrial Specialties

Industrial Specialties continued to experience volume recovery in its emulsions and EVA performance polymers businesses. Net sales for the first quarter were $242 million, flat year-over-year, as increased volumes in emulsions and EVA performance polymers offset lower sales resulting from the divestiture of the polyvinyl alcohol (PVOH) business in July 2009. First quarter 2009 results included $36 million of sales associated with the divested PVOH business. Higher volumes were primarily driven by the availability of production following the company's force majeure event at its EVA performance polymers facility in Edmonton, Canada, in the first quarter of 2009. Results also benefited from customer innovation efforts and continued growth in Asia for its emulsions business. Operating profit was $12 million compared with $10 million in the same period last year, as higher volumes were partially offset by higher raw material costs, particularly related to ethylene. Last year's results included $3 million in other charges and other adjustments related to the company's restructuring efforts. Operating EBITDA in the first quarter of 2010 was $22 million compared with $26 million in the prior year period.

Acetyl Intermediates

Acetyl Intermediates delivered solid results, reflecting its advantaged technology position in acetic acid and throughout the acetyl chain. Net sales were $724 million compared with $572 million in the same period last year, primarily driven by higher volumes and increased average pricing. Volumes increased with a recovery in global economic conditions compared with the prior year and reflected expected seasonality. Industry pricing levels in acetic acid have remained stable over the past several quarters, despite industry utilization rates in the high 70 percent range. The company continued to operate its acetic acid units at elevated rates. Operating profit was $2 million compared with $12 million in the same period last year. First quarter 2010 results included approximately $52 million of certain other adjustments, primarily related to the write-down of certain raw material contracts due to a supplier bankruptcy, as well as the write-down of other productive assets. Operating EBITDA, which excluded the adjustments, was $107 million compared with $48 million in the first quarter of 2009. While pricing and margins remained relatively stable in acetic acid, the company experienced margin pressure in its acetyl derivatives product lines, primarily due to rapidly rising raw material costs and low industry utilization. The company estimated a total first quarter net impact of between $15 million and $20 million throughout the acetyl chain. The majority of the estimated net impact was in Acetyl Intermediates, with the remainder reflected in Industrial Specialties, and the company expects to offset the impact over the next two quarters.

Taxes

The tax rate for adjusted earnings per share was 20 percent in the first quarter of 2010 compared with 29 percent in the first quarter of 2009. The effective tax rate for continuing operations for the first quarter of 2010 was 667 percent versus negative 31 percent in the first quarter of 2009. The change in the effective rate is primarily due to new tax legislation in Mexico, partially offset by foreign losses not resulting in tax benefits in the current period, the effect of healthcare reform in the U.S. of $7 million, and lower earnings in jurisdictions participating in tax holidays. Cash taxes paid were $11 million in the first quarter of 2010 compared with a net cash tax refund of $5 million in the first quarter of 2009. The increase in cash taxes paid is primarily the result of a German tax refund in 2009 and the timing of cash taxes in certain jurisdictions.

Equity and Cost Investments

Earnings from equity investments and dividends from cost investments, which are reflected in the company’s adjusted earnings and operating EBITDA, were $53 million compared with $4 million in the same period last year. The increase was primarily driven by increased earnings from the company’s Advanced Engineered Materials affiliates as well as higher dividends from the company’s Ibn Sina cost affiliate. Equity and cost investment dividends, which are included in cash flows, were $57 million compared with $24 million in the same period last year.

The strategic affiliates in the Advanced Engineered Materials business reported earnings in equity investments of $21 million in the first quarter of 2010 as reflected in Table 8. Affiliate EBITDA in excess of equity in net earnings of affiliates, not reflected in equity earnings, was $19 million in the same period. The company’s proportional net debt of affiliates was approximately $65 million as of March 31, 2010.

Cash Flow

Cash and cash equivalents at the end of the first quarter of 2010 were $1,139 million compared with $1,150 at the end of the first quarter of 2009. Cash provided by operating activities was $55 million in the quarter compared with $199 million in the same period last year as the increased earnings were offset by higher trade working capital associated with increased volume. First quarter 2009 results also included a $75 million value-added tax reimbursement related to the relocation of Ticona's business in Kelsterbach, Germany, which was paid in the second quarter of 2009. During the first quarter of 2009, the company also received a payment of $412 million related to the Kelsterbach relocation, which is reflected in investing activities. Net debt at the end of the first quarter of 2010 was $2,352 million, a $105 million increase from the end of the fourth quarter of 2009.

Outlook

Based on the impact of the accelerating pace of the global economic recovery, primarily in Advanced Engineered Materials, and the continued success in implementing strategies to enhance the earnings power of its leading businesses, the company increased its expectation for growth in 2010 to more than $250 million of operating EBITDA compared with 2009. The company had previously expected improved operating EBITDA of approximately $200 million, absent a significant economic catalyst.

The company noted that increased volumes in Advanced Engineered Materials and higher year-over-year dividends from its acetate China ventures are expected to drive the increased earnings growth expectations. Over the next two quarters, the company also expects to offset approximately $15 million to $20 million impact from higher raw material costs experienced throughout the acetyl chain during the first quarter of 2010.

“We saw improved global demand across most of our businesses and expect this trend to continue into the second quarter, particularly in Advanced Engineered Materials,” Weidman said. “The plans that we have in place to drive improved earnings are on track and continue to add to our near-term performance. With our advantaged portfolio, leading technologies, continual productivity and profitable innovation, we remain confident in our ability to deliver improved earnings in 2010 and beyond.”

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As a global leader in the chemicals industry, Celanese Corporation makes products essential to everyday living. Our products, found in consumer and industrial applications, are manufactured in North America, Europe and Asia. Net sales totaled $5.1 billion in 2009, with approximately 73% generated outside of North America. Known for operational excellence and execution of its business strategies, Celanese delivers value to customers around the globe with innovations and best-in-class technologies. Based in Dallas, Texas, the company employs approximately 7,400 employees worldwide. For more information on Celanese Corporation, please visit the company's website at www.celanese.com .

Forward-Looking Statements

This release may contain "forward-looking statements," which include information concerning the company's plans, objectives, goals, strategies, future revenues or performance, capital expenditures, financing needs and other information that is not historical information. When used in this release, the words "outlook," "forecast," "estimates," "expects," "anticipates," "projects," "plans," "intends," "believes," and variations of such words or similar expressions are intended to identify forward-looking statements. All forward-looking statements are based upon current expectations and beliefs and various assumptions. There can be no assurance that the company will realize these expectations or that these beliefs will prove correct. There are a number of risks and uncertainties that could cause actual results to differ materially from the forward-looking statements contained in this release. Numerous factors, many of which are beyond the company's control, could cause actual results to differ materially from those expressed as forward-looking statements. Certain of these risk factors are discussed in the company's filings with the Securities and Exchange Commission. Any forward-looking statement speaks only as of the date on which it is made, and the company undertakes no obligation to update any forward-looking statements to reflect events or circumstances after the date on which it is made or to reflect the occurrence of anticipated or unanticipated events or circumstances.

Reconciliation of Non-U.S. GAAP Measures to U.S. GAAP

This release reflects five performance measures, operating EBITDA, affiliate EBITDA, adjusted earnings per share, net debt and adjusted free cash flow, as non-U.S. GAAP measures. These measurements are not recognized in accordance with U.S. GAAP and should not be viewed as an alternative to U.S. GAAP measures of performance. The most directly comparable financial measure presented in accordance with U.S. GAAP in our consolidated financial statements for operating EBITDA is operating profit; for affiliate EBITDA is equity in net earnings of affiliates; for adjusted earnings per share is earnings per common share-diluted; for net debt is total debt; and for adjusted free cash flow is cash flow from operations.

Use of Non-U.S. GAAP Financial Information

- *Operating EBITDA, a measure used by management to measure performance, is defined by the company 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 adjustments. We may provide guidance on operating EBITDA and are unable to reconcile forecasted operating EBITDA to a U.S. GAAP financial measure because a forecast of Other Charges and Adjustments is not practical. Our management believes operating EBITDA is useful to investors because it is one of the primary measures our management uses for its planning and budgeting processes and to monitor and evaluate financial and operating results.*
- *Affiliate EBITDA, a measure used by management to measure performance of its equity investments, is defined by the company as the proportional operating profit plus the proportional depreciation and amortization of its equity investments. The company has determined that it does not have sufficient ownership for operating control of these investments to consider their results on a consolidated basis. The company believes that investors should consider affiliate EBITDA when determining the equity investments' overall value in the company.*
- *Adjusted earnings per share is a measure used by management to measure performance. It is defined by the company as net earnings (loss) available to common shareholders plus preferred dividends, adjusted for other charges and adjustments, and divided by the number of basic common shares, diluted preferred shares, and options valued using the treasury method. We may provide guidance on an adjusted earnings per share basis and are unable to reconcile forecasted adjusted earnings per share to a U.S. GAAP financial measure without unreasonable effort because a forecast of Other Items is not practical. We believe that the presentation of this non-U.S. GAAP measure provides useful information to management and investors regarding various financial and business trends relating to our financial condition and results of operations, and that when U.S. GAAP information is viewed in conjunction with non-U.S. GAAP information, investors are provided with a more meaningful understanding of our ongoing operating performance. Note: The tax rate used for adjusted earnings per share approximates the midpoint in a range of forecasted tax rates for the year, excluding changes in uncertain tax positions, discrete items and other material items adjusted out of our U.S. GAAP earnings for adjusted earnings per share purposes, and changes in management's assessments regarding the ability to realize deferred tax assets. We analyze this rate quarterly and adjust if there is a material change in the range of forecasted tax rates; an updated forecast would not necessarily result in a change to our tax rate used for adjusted earnings per share. The adjusted tax rate is an estimate and may differ significantly from the tax rate used for U.S. GAAP reporting in any given reporting period. It is not practical to reconcile our prospective adjusted tax rate to the actual U.S. GAAP tax rate in any future period.*
- *Net debt is defined by the company as total debt less cash and cash equivalents. We believe that the presentation of this non-U.S. GAAP measure provides useful information to management and investors regarding changes to the company's capital structure. Our management and credit analysts use net debt to evaluate the company's capital structure and assess credit quality. Proportional net debt is defined as our proportionate share of our affiliates' net debt.*
- *Adjusted free cash flow is defined by the company as cash flow from operations less capital expenditures, other productive asset purchases, operating cash from discontinued operations and certain other charges and adjustments. We believe that the presentation of this non-U.S. GAAP measure provides useful information to management and investors regarding changes to the company's cash flow. Our management and credit analysts use adjusted free cash flow to evaluate the company's liquidity and assess credit quality.*

Results Unaudited

The results presented in this release, together with the adjustments made to present the results on a comparable basis, have not been audited *and are based on internal financial data furnished to management. Quarterly results should not be taken as an indication of the results of operations to be reported for any subsequent period or for the full fiscal year.*

Preliminary Consolidated Statements of Operations — Unaudited

(in $ millions, except per share data)	Three Months Ended March 31, 2010	Three Months Ended March 31, 2009
Net sales	**1,388**	1,146
Cost of sales	**(1,170)**	(946)
Gross profit	**218**	**200**
Selling, general and administrative expenses	**(123)**	(114)
Amortization of Intangible assets [1]	**(15)**	(17)
Research and development expenses	**(19)**	(20)
Other (charges) gains, net	**(77)**	(21)
Foreign exchange gain (loss), net	**2**	2
Gain (loss) on disposition of businesses and assets, net	**—**	(3)
Operating profit (loss)	**(14)**	**27**
Equity in net earnings (loss) of affiliates	**26**	(2)
Interest expense	**(49)**	(51)
Interest income	**1**	3
Dividend income — cost investments	**27**	6
Other income (expense), net	**6**	1
Earnings (loss) from continuing operations before tax	**(3)**	**(16)**
Income tax (provision) benefit	**20**	(5)
Earnings (loss) from continuing operations	**17**	**(21)**
Earnings (loss) from operation of discontinued operations	**—**	1
Gain on disposal of discontinued operations	**2**	—
Income tax (provision) benefit, discontinued operations	**(1)**	—
Earnings (loss) from discontinued operations	**1**	**1**
Net earnings (loss)	**18**	(20)
Less: Net earnings (loss) attributable to noncontrolling interests	**—**	—
Net earnings (loss) attributable to Celanese Corporation	**18**	**(20)**
Cumulative preferred stock dividend	**(3)**	(3)
Net earnings (loss) available to common shareholders	**15**	**(23)**
Amounts attributable to Celanese Corporation		
Earnings (loss) per common share — basic		
Continuing operations	**$ 0.09**	($0.17)
Discontinued operations	0.01	0.01
Net earnings (loss) — basic	**$ 0.10**	**($0.16)**
Earnings (loss) per common share — diluted		
Continuing operations	**$ 0.09**	($0.17)
Discontinued operations	0.01	0.01
Net earnings (loss) — diluted	**$ 0.10**	**($0.16)**
Weighted average shares (millions)		
Basic	**150.3**	143.5
Diluted	**152.6**	143.5

1 Customer related intangibles

Preliminary Consolidated Balance Sheets — Unaudited

(in $ millions)	March 31, 2010	December 31, 2009
ASSETS		
Current assets		
Cash & cash equivalents	**1,139**	1,254
Trade receivables — third party and affiliates, net	**801**	721
Non-trade receivables	**276**	262
Inventories	**545**	522
Deferred income taxes	**41**	42
Marketable securities, at fair value	**4**	3
Assets held for sale	**3**	2
Other assets	**42**	50
Total current assets	**2,851**	**2,856**
Investments in affiliates	**764**	790
Property, plant and equipment, net	**2,723**	2,797
Deferred income taxes	**488**	484
Marketable securities, at fair value	**79**	80
Other assets	**266**	311
Goodwill	**765**	798
Intangible assets, net	**266**	294
Total assets	**8,202**	**8,410**
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities		
Short-term borrowings and current installments of long-term debt — third party and affiliates	**258**	242
Trade payables — third party and affiliates	**626**	649
Other liabilities	**552**	611
Deferred income taxes	**32**	33
Income taxes payable	**72**	72
Total current liabilities	**1,540**	**1,607**
Long-term debt	**3,233**	3,259
Deferred income taxes	**129**	137
Uncertain tax positions	**227**	229
Benefit obligations	**1,275**	1,288
Other liabilities	**1,224**	1,306
Commitments and contingencies		
Shareholders' equity		
Preferred stock	**—**	—
Common stock	**—**	—
Treasury stock, at cost	**(781)**	(781)
Additional paid-in capital	**530**	522
Retained earnings	**1,511**	1,502
Accumulated other comprehensive income (loss), net	**(686)**	(659)
Total Celanese Corporation shareholders' equity	**574**	**584**
Noncontrolling interests	**—**	—
Total shareholders' equity	**574**	**584**
Total liabilities and shareholders' equity	**8,202**	**8,410**

Table 1

Segment Data and Reconciliation of Operating Profit (Loss) to Operating EBITDA — a Non-U.S. GAAP Measure

(in $ millions)	Three Months Ended March 31, 2010	Three Months Ended March 31, 2009
Net Sales		
Advanced Engineered Materials	**282**	165
Consumer Specialties	**238**	266
Industrial Specialties	**242**	242
Acetyl Intermediates	**724**	572
Other Activities [1]	**—**	—
Intersegment eliminations	**(98)**	(99)
Total	**1,388**	**1,146**
Operating Profit (Loss)		
Advanced Engineered Materials	**46**	(19)
Consumer Specialties	**(30)**	66
Industrial Specialties	**12**	10
Acetyl Intermediates	**2**	12
Other Activities [1]	**(44)**	(42)
Total	**(14)**	**27**
Equity Earnings, Cost — Dividend Income and Other Income (Expense)		
Advanced Engineered Materials	**21**	(8)
Consumer Specialties	**—**	3
Industrial Specialties	**—**	—
Acetyl Intermediates	**28**	4
Other Activities [1]	**10**	6
Total	**59**	**5**
Other Charges and Other Adjustments [2]		
Advanced Engineered Materials	**(2)**	10
Consumer Specialties	**80**	—
Industrial Specialties	**—**	3
Acetyl Intermediates	**52**	5
Other Activities [1]	**5**	15
Total	**135**	**33**
Depreciation and Amortization Expense		
Advanced Engineered Materials	**17**	17
Consumer Specialties	**11**	12
Industrial Specialties	**10**	13
Acetyl Intermediates	**25**	27
Other Activities [1]	**3**	2
Total	**66**	**71**
Operating EBITDA		
Advanced Engineered Materials	**82**	—
Consumer Specialties	**61**	81
Industrial Specialties	**22**	26
Acetyl Intermediates	**107**	48
Other Activities [1]	**(26)**	(19)
Total	**246**	**136**

[1] Other Activities primarily includes corporate selling, general and administrative expenses and the results from captive insurance companies.

[2] See Table 7 for details.

Table 2

Factors Affecting First Quarter 2010 Segment Net Sales Compared to First Quarter 2009

	Volume	Price	Currency	Other [1]	Total
Advanced Engineered Materials	*71 %*	*-11 %*	*6 %*	*5 %* [2]	*71 %*
Consumer Specialties	*-11 %*	*0 %*	*0 %*	*0 %*	*-11 %*
Industrial Specialties	*16 %*	*-4 %*	*3 %*	*-15 %* [3]	*0 %*
Acetyl Intermediates	*14 %*	*10 %*	*3 %*	*0 %*	*27 %*
Total Company	*18 %*	*3 %*	*3 %*	*-3 %*	*21 %*

1 Includes the effects of the captive insurance companies and the impact of fluctuations in intersegment eliminations.

2 2010 includes the effects of the FACT GmbH (Future Advanced Composites Technology) acquisition.

3 2010 does not include the effects of the PVOH business, which was sold on July 1, 2009.

Table 3

Cash Flow Information

	Three Months Ended March 31,	
(in $ millions)	**2010**	**2009**
Net cash provided by operating activities	**55**	199
Net cash provided by (used in) investing activities [1]	**(132)**	311
Net cash used in financing activities	**(15)**	(48)
Exchange rate effects on cash	**(23)**	12
Cash and cash equivalents at beginning of period	**1,254**	676
Cash and cash equivalents at end of period	**1,139**	**1,150**

1 2010 includes $0 million of cash received and $85 million of capital expenditures related to the Ticona Kelsterbach plant relocation. 2009 includes $412 million of cash received and $58 million of capital expenditures related to the Ticona Kelsterbach plant relocation.

Table 4

Cash Dividends Received

	Three Months Ended March 31,	
(in $ millions)	**2010**	**2009**
Dividends from equity investments	**30**	18
Dividends from cost investments	**27**	6
Total	**57**	**24**

Table 5

Net Debt — Reconciliation of a Non-U.S. GAAP Measure

(in $ millions)	March 31, 2010	December 31, 2009
Short-term borrowings and current installments of long-term debt — third party and affiliates	**258**	242
Long-term debt	**3,233**	3,259
Total debt	**3,491**	**3,501**
Less: Cash and cash equivalents	**1,139**	1,254
Net Debt	**2,352**	**2,247**

Table 6

Adjusted Earnings (Loss) Per Share — Reconciliation of a Non-U.S. GAAP Measure

	Three Months Ended March 31,			
(in $ millions, except per share data)	2010		2009	
		per share		per share
Earnings (loss) from continuing operations	**17**	**0.09**	**(21)**	**(0.17)**
Deduct Income tax (provision) benefit	**20**		**(5)**	
Earnings (loss) from continuing operations before tax	**(3)**		**(16)**	
Other charges and other adjustments [1]	**135**		33	
Adjusted earnings (loss) from continuing operations before tax	**132**		**17**	
Income tax (provision) benefit on adjusted earnings [2]	**(26)**		(5)	
Less: Noncontrolling interests	**—**		—	
Adjusted earnings (loss) from continuing operations	**106**	**0.67**	**12**	**0.08**

Diluted shares (in millions) [3]	2010	2009
Weighted average shares outstanding	**150.3**	143.5
Assumed conversion of preferred stock	**6.3**	12.1
Dilutive restricted stock units	**0.4**	—
Dilutive stock options	**1.9**	—
Total diluted shares	**158.9**	**155.6**

1 See Table 7 for details.

2 The adjusted effective tax rate is 20% and 29% for the three months ended March 31, 2010 and 2009, respectively.

3 Potentially dilutive shares are included in the adjusted earnings per share calculation when adjusted earnings are positive.

Table 7

Reconciliation of Other Charges and Other Adjustments

Other Charges:

(in $ millions)	Three Months Ended March 31, 2010	Three Months Ended March 31, 2009
Employee termination benefits	**5**	24
Ticona Kelsterbach plant relocation	**6**	3
Clear Lake insurance recoveries	**—**	(6)
Plumbing actions	**(12)**	(1)
Asset impairments	**72**	1
Other	**6**	—
Total	**77**	**21**

Other Adjustments: [1]

(in $ millions)	Three Months Ended March 31, 2010	Three Months Ended March 31, 2009	Income Statement Classification
Business optimization	**4**	2	SG&A
Ticona Kelsterbach plant relocation	**—**	1	Cost of sales
Plant closures	**9**	4	Cost of sales / SG&A
Contract termination	**22**	—	Cost of sales
Write-off of other productive assets	**17**	—	Cost of sales
Other	**6**	5	Various
Total	**58**	**12**	
Total other charges and other adjustments	**135**	**33**	

[1] These items are included in net earnings but not included in other charges.

Table 8 — Equity Affiliate Data

Equity Affiliate Preliminary Results — Total — Unaudited

(in $ millions)	Three Months Ended March 31, 2010	2009
Net Sales		
Ticona Affiliates [1]	**371**	172
Infraserv Affiliates [2]	**530**	510
Total	**901**	**682**
Operating Profit		
Ticona Affiliates	**65**	(19)
Infraserv Affiliates	**20**	25
Total	**85**	**6**
Depreciation and Amortization		
Ticona Affiliates	**21**	27
Infraserv Affiliates	**26**	23
Total	**47**	**50**
Affiliate EBITDA [3]		
Ticona Affiliates	**86**	8
Infraserv Affiliates	**46**	48
Total	**132**	**56**
Net Income		
Ticona Affiliates	**44**	(16)
Infraserv Affiliates	**15**	19
Total	**59**	**3**
Net Debt		
Ticona Affiliates	**144**	260
Infraserv Affiliates	**447**	562
Total	**591**	**822**

Equity Affiliate Preliminary Results — Celanese Proportional Share — Unaudited [4]

(in $ millions)	Three Months Ended March 31, 2010	2009
Net Sales		
Ticona Affiliates	**171**	80
Infraserv Affiliates	**174**	163
Total	**345**	**243**
Operating Profit		
Ticona Affiliates	**30**	(8)
Infraserv Affiliates	**7**	8
Total	**37**	**—**
Depreciation and Amortization		
Ticona Affiliates	**10**	12
Infraserv Affiliates	**8**	7
Total	**18**	**19**
Affiliate EBITDA [3]		
Ticona Affiliates	**40**	4
Infraserv Affiliates	**15**	15
Total	**55**	**19**
Equity in net earnings of affiliates (as reported on the Income Statement)		
Ticona Affiliates	**21**	(8)
Infraserv Affiliates	**5**	6
Total	**26**	**(2)**
Affiliate EBITDA in excess of Equity in net earnings of affiliates [5]		
Ticona Affiliates	**19**	12
Infraserv Affiliates	**10**	9

Total	**29**	**21**
Net Debt		
Ticona Affiliates	**65**	118
Infraserv Affiliates	**147**	177
Total	**212**	**295**

[1] Ticona Affiliates accounted for using the equity method include Polyplastics (45% ownership), Korean Engineering Plastics (50%), Fortron Industries (50%) and Una SA (50%).

[2] Infraserv Affiliates accounted for using the equity method include Infraserv Hoechst (32% ownership), Infraserv Gendorf (39%) and Infraserv Knapsack (27%).

[3] Affiliate EBITDA, a non-U.S. GAAP measure, is the sum of Operating Profit and Depreciation and Amortization.

[4] Calculated by multiplying each affiliate's total share amount by Celanese's respective ownership percentage, netted by reporting category.

[5] Calculated as Celanese proportion of Affiliate EBITDA less Equity in net earnings of affiliates; not included in Celanese operating EBITDA.

Exhibit 99.2

Celanese

Celanese 1Q 2010 Earnings

Conference Call / Webcast

Tuesday, April 27, 2010 10:00 a.m. ET

Dave Weidman, Chairman and CEO
Steven Sterin, Senior Vice President and CFO

CE LISTED NYSE

Celanese

Forward Looking Statements

Reconciliation and Use of Non-GAAP Measures to U.S. GAAP

Forward-Looking Statements

This presentation may contain "forward-looking statements," which include information concerning the company's plans, objectives, goals, strategies, future revenues or performance, capital expenditures, financing needs and other information that is not historical information. When used in this presentation, the words "outlook," "forecast," "estimates," "expects," "anticipates," "projects," "plans," "intends," "believes," and variations of such words or similar expressions are intended to identify forward-looking statements. All forward-looking statements are based upon current expectations and beliefs and various assumptions. There can be no assurance that the company will realize these expectations or that these beliefs will prove correct. There are a number of risks and uncertainties that could cause actual results to differ materially from the forward-looking statements contained in this presentation. Numerous factors, many of which are beyond the company's control, could cause actual results to differ materially from those expressed as forward-looking statements. Certain of these risk factors are discussed in the company's filings with the Securities and Exchange Commission. Any forward-looking statement speaks only as of the date on which it is made, and the company undertakes no obligation to update any forward-looking statements to reflect events or circumstances after the date on which it is made or to reflect the occurrence of anticipated or unanticipated events or circumstances.

Reconciliation of Non-U.S. GAAP Measures to U.S. GAAP

This presentation reflects five performance measures, operating EBITDA, affiliate EBITDA, adjusted earnings per share, net debt and adjusted free cash flow, as non-U.S. GAAP measures. These measurements are not recognized in accordance with U.S. GAAP and should not be viewed as an alternative to U.S. GAAP measures of performance. The most directly comparable financial measure presented in accordance with U.S. GAAP in our consolidated financial statements for operating EBITDA is operating profit; for affiliate EBITDA is equity in net earnings of affiliates; for adjusted earnings per share is earnings per common share-diluted; for net debt is total debt; and for adjusted free cash flow is cash flow from operations.

Use of Non-U.S. GAAP Financial Information

- *Operating EBITDA, a measure used by management to measure performance, is defined by the company 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 adjustments. We may provide guidance on operating EBITDA and are unable to reconcile forecasted operating EBITDA to a U.S. GAAP financial measure because a forecast of Other Charges and Adjustments is not practical. Our management believes operating EBITDA is useful to investors because it is one of the primary measures our management uses for its planning and budgeting processes and to monitor and evaluate financial and operating results.*
- *Affiliate EBITDA, a measure used by management to measure performance of its equity investments, is defined by the company as the proportional operating profit plus the proportional depreciation and amortization of its equity investments. The company has determined that it does not have sufficient ownership for operating control of these investments to consider their results on a consolidated basis. The company believes that investors should consider affiliate EBITDA when determining the equity investments' overall value in the company.*
- *Adjusted earnings per share is a measure used by management to measure performance. It is defined by the company as net earnings (loss) available to common shareholders plus preferred dividends, adjusted for other charges and adjustments, and divided by the number of basic common shares, diluted preferred shares, and options valued using the treasury method. We may provide guidance on an adjusted earnings per share basis and are unable to reconcile forecasted adjusted earnings per share to a U.S. GAAP financial measure without unreasonable effort because a forecast of Other Items is not practical. We believe that the presentation of this non-U.S. GAAP measure provides useful information to management and investors regarding various financial and business trends relating to our financial condition and results of operations, and that when U.S. GAAP information is viewed in conjunction with non-U.S. GAAP information, investors are provided with a more meaningful understanding of our ongoing operating performance. Note: The tax rate used for adjusted earnings per share approximates the midpoint in a range of forecasted tax rates for the year, excluding changes in uncertain tax positions, discrete items and other material items adjusted out of our U.S. GAAP earnings for adjusted earnings per share purposes, and changes in management's assessments regarding the ability to realize deferred tax assets. We analyze this rate quarterly and adjust if there is a material change in the range of forecasted tax rates; an updated forecast would not necessarily result in a change to our tax rate used for adjusted earnings per share. The adjusted tax rate is an estimate and may differ significantly from the tax rate used for U.S. GAAP reporting in any given reporting period. It is not practical to reconcile our prospective adjusted tax rate to the actual U.S. GAAP tax rate in any future period.*
- *Net debt is defined by the company as total debt less cash and cash equivalents. We believe that the presentation of this non-U.S. GAAP measure provides useful information to management and investors regarding changes to the company's capital structure. Our management and credit analysts use net debt to evaluate the company's capital structure and assess credit quality. Proportional net debt is defined as our proportionate share of our affiliates' net debt.*
- *Adjusted free cash flow is defined by the company as cash flow from operations less capital expenditures, other productive asset purchases, operating cash from discontinued operations and certain other charges and adjustments. We believe that the presentation of this non-U.S. GAAP measure provides useful information to management and investors regarding changes to the company's cash flow. Our management and credit analysts use adjusted free cash flow to evaluate the company's liquidity and assess credit quality.*

Results Unaudited

The results presented in this presentation, together with the adjustments made to present the results on a comparable basis, have not been audited and are based on internal financial data furnished to management. Quarterly results should not be taken as an indication of the results of operations to be reported for any subsequent period or for the full fiscal year.

Dave Weidman

Chairman and Chief Executive Officer

Celanese Corporation 1Q 2010 highlights

Celanese

in millions (except EPS)	1st Qtr 2010	1st Qtr 2009
Net Sales	**$1,388**	$1,146
Operating Profit/(Loss)	**($14)**	$27
Adjusted EPS	**$0.67**	$0.08
Operating EBITDA	**$246**	$136

First Quarter 2010:

- Strong quarterly performance driven by growth strategies and accelerating economic recovery
- Earnings continue to shift towards higher advantaged/specialty portfolio
- Record earnings in AEM
- Modest raw material pressure in acetyl chain expected to be offset over next 2 quarters

Well defined path forward – delivering today

Celanese

Advanced Engineered Materials	▶ Launch of innovative impact modified POM ▶ Acquired LFT business of FACT GmbH ▶ *Middle East POM expansion with increased economic participation*	▶ 2010+: $500 million application opportunity growth ▶ Build on leading position ▶ *2013+: Expanding leading POM technology*
Consumer Specialties	▶ *Project approved for Acetate expansion with current China partner of 30kt/a each tow and flake* ▶ *Proposed Spondon site closure and manufacturing consolidation*	▶ *2012+: Increased earnings through JV dividends* ▶ *2011+: Productivity-driven economics*
Acetyl Intermediates	▶ Nanjing successfully expanded to 1.2 kt/a acid capacity ▶ Ceased production at Pardies site ▶ Jiangxi Jiangwei VAM sourcing agreement	▶ 2010+: $40-50 million operating margin improvement ▶ Strengthen derivatives position
Industrial Specialties	▶ Nanjing VAE / Emulsion capacity expansion	▶ 2011+: Volume expansion supporting growth in China

Recent strategic actions build earnings power of portfolio

2010 Earnings Improvement

Celanese

Operating EBITDA

Volume Driven

- AEM: Strong volume on recovery and innovation
- AI: Technology, 2009 FIFO effect
- IS: Asia growth focus
- CS: Sustained performance and higher dividends from China ventures

→ **At least $150 million**

Productivity Driven

- Pardies & Cangrejera closures
- Other manufacturing realignment
- SG&A realignment

→ **At least $100 million**

Adjusted EPS

Tax Rate

- Sustained lower tax rate
- Benefits of manufacturing and administrative restructuring
- Cash tax rate expected to be similar

→ **Low 20% range**

Depreciation & Amortization

- Lower D&A resulting from manufacturing realignment

→ **~$30 million**

Celanese

Steven Sterin

Senior Vice President and CFO

Advanced Engineered Materials

Celanese

in millions	1st Qtr 2010	1st Qtr 2009
Net Sales	**$282**	$165
Operating EBITDA	**$82**	$0

First Quarter 2010:

- Record quarterly volume and earnings performance
- Strong end market demand and continued success in product innovation strategies
- Significant operating leverage demonstrated, reflecting leading industry engineered polymer technology

Outlook:

- Well positioned for significant year-over-year earnings growth
- Continued growth in equity affiliate earnings year-over-year
- Expect normal seasonal trends

Consumer Specialties

Celanese

in millions	1st Qtr 2010	1st Qtr 2009
Net Sales	**$238**	$266
Operating EBITDA	**$61**	$81

First Quarter 2010:

- Lower volume due to timing of sales related to outage at manufacturing facility and modest end market softness
- Fixed spending reduction partially offset lower volumes and higher energy costs

Outlook:

- Sequentially stronger volume with recovery of Q1 volume impacted by production outage and seasonality
- Sustained sequential margins with approximately $70 million in dividends from China ventures

Industrial Specialties

Celanese

in millions	1st Qtr 2010	1st Qtr 2009
Net Sales	**$242**	$242
Operating EBITDA	**$22**	$26

First Quarter 2010:

- Modest volume recovery in Emulsions and EVA performance polymers
- Growth in Asia and innovation drive revenue and volume growth
- Stable operation from EVA polymer performance manufacturing facility positively impacts volume
- 2009 results include divested PVOH business

Outlook:

- Modest raw material pressure; expect to recover over next 1 to 2 quarters
- Continued growth led by innovation and Asia demand

Acetyl Intermediates

in millions	1st Qtr 2010	1st Qtr 2009
Net Sales	**$724**	$572
Operating EBITDA	**$107**	$48

First Quarter 2010:

- Advantaged acetic acid technology drives solid results
- Sustained acetic acid pricing and margin
- Year-over-year volume growth and rising raw material costs
- Dividends from cost investments contributed $27 million to Operating EBITDA, $24 million higher than Q1 2009

Outlook:

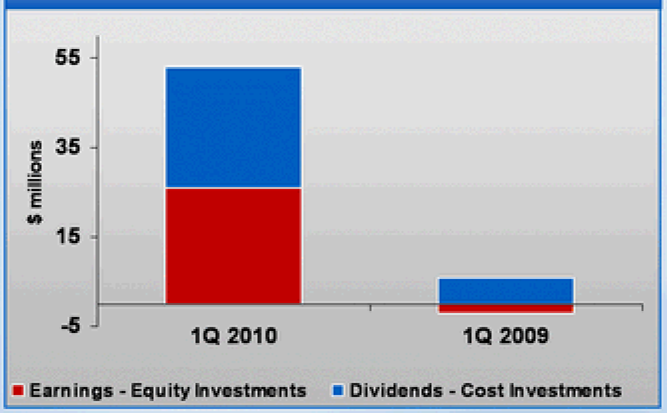
- Improved sequential margins in downstream derivatives; company actions expected to offset raw material impact over next quarter
- Expect stable acetic acid margins

Affiliate Performance

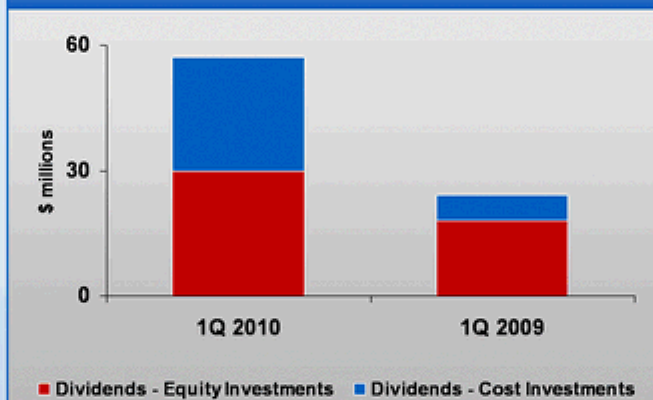
Celanese

- First Quarter 2010: Earnings and dividend impact
  - Higher dividends from Ibn Sina, driven by higher methanol and MTBE prices
  - Higher equity earnings, driven by volume recovery
- Outlook: Cost and equity affiliate improvement consistent with economic recovery; higher year-over-year dividends from Acetate China ventures in 2Q

Income Statement



Cash Flows



Ibn Sina venture provides strategic value to Advanced Engineered Materials

Celanese

POM manufacturing utilizes advantaged raw materials to support growing customer demand

Increased economic participation yields higher earnings beyond 2013

Venture extended until 2032 provides ongoing earnings

Value in Ibn Sina Venture

- Provides structural & strategic hedge for methanol and energy costs
- Builds on 30-year relationship to bring increasing value in the future
- Provides additional low cost manufacturing capacity to support fast/growing product demand
- Accounting shift from cost method to equity method beginning 2Q 2010
- Will move from Acetyl Intermediates to Advanced Engineered Materials for segment reporting

Strong cash generation continues throughout economic cycle

Celanese

Available Cash ($ in millions)	
Cash (as of 3/31/2010)	$1,139
Kelsterbach Project	~($70)
Operating Cash	~($300)
Cash Available for Strategic Purposes	**~$800**

2010E Cash Flow Expectation off EBITDA Base ($ in millions)	
Cash Taxes	$90 – $110
Capital Expenditures	$255 – $275
Reserve/Other	$110 – $130
Net Interest	$200 – $210
Pension	$40 – $50
Adjusted Free Cash Outflows*	**$695 – $775**
Dividends/Debt Service	$75 - $100

- Expect to continue to generate positive free cash flow
- Ticona Kelsterbach relocation:
  - Approximately $230 million expected outflow for the remainder of 2010
  - Approximately $315 million expected outflow for full year 2010; $150 million is pre-funded by airport and reflected in cash balance at 12/31/09

* Excludes Kelsterbach relocation cash flows

Appendix

Celanese

Free Cash Flow Q1 2010

Adjusted Free Cash Flow		
$ in millions	1Q 2010	1Q 2009
Net cash provided by operating activities	$55	$199
Adjustments to operating cash for discontinued operations	$3	($1)
Net cash provided by operating activities from continuing operations	$58	$198
Less: Capital expenditures	($44)	($56)
Add: Other charges and adjustments[1]	($2)	($73)
Adjusted Free Cash Flow	**$12**	**$69**

Factors contributing to cash generation during 2010:

- Increased working capital to support higher volumes and economic recovery
- 1Q 2009 included favorable cash from operating activities of $75 million for VAT related to Kelsterbach relocation project

[1]Amounts primarily associated with certain other charges and adjustments and the cash outflows for purchases of other productive assets that are classified as 'investing activities' for U.S. GAAP purposes.

Ibn Sina dividend shift from Acetyls to Advanced Engineering Materials reflects strategic direction

Celanese

$ in millions **Ibn Sina Dividends – as reported in Operating EBITDA**

	2007				2008				2009			
	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q
	15	15	26	22	27	29	34	29	3	3	18	17

	2007 Acetyl	2007 AEM	2008 Acetyl	2008 AEM	2009 Acetyl	2009 AEM
As Reported:	731	252	676	170	357	134
	78		119		41	
Proforma:	653	330	557	289	316	175

Advanced Engineered Materials

Acetyl Intermediates

Note: Reflects shift in dividends only. Not adjusted for move from cost to equity method of accounting. Will be reflected in 2Q 2010 10Q filing.

1Q 2010 Other Charges and Other Adjustments by Segment

Celanese

$ in millions	AEM	CS	IS	AI	Other	Total
Employee termination benefits	1	1	-	1	2	5
Plant/office closures	-	-	-	-	-	-
Ticona Kelsterbach plant relocation	6	-	-	-	-	6
Plumbing actions	(12)	-	-	-	-	(12)
Asset impairments	-	72	-	-	-	72
Other	-	-	-	6	-	6
Total other charges	(5)	73	-	7	2	77
Business optimization	-	-	-	-	4	4
Ticona Kelsterbach plant relocation	-	-	-	-	-	-
Plant closures	-	-	-	9	-	9
Contract termination	2	-	-	20	-	22
Write-off of other productive assets	-	-	-	17	-	17
Other	1	7	-	(1)	(1)	6
Total other adjustments	3	7	-	45	3	58
Total other charges and other adjustments	**(2)**	**80**	**-**	**52**	**5**	**135**

Reg G: Reconciliation of Adjusted EPS

Adjusted Earnings (Loss) Per Share - Reconciliation of a Non-U.S. GAAP Measure

(in $ millions, except per share data)	Three Months Ended March 31, 2010		2009	
		per share		per share
Earnings (loss) from continuing operations	17	0.09	(21)	(0.17)
Deduct Income tax (provision) benefit	20		(5)	
Earnings (loss) from continuing operations before tax	(3)		(16)	
Other charges and other adjustments [1]	135		33	
Adjusted earnings (loss) from continuing operations before tax	132		17	
Income tax (provision) benefit on adjusted earnings [2]	(26)		(5)	
Less: Noncontrolling interests	-		-	
Adjusted earnings (loss) from continuing operations	106	0.67	12	0.08

Diluted shares (in millions) [3]	2010	2009
Weighted average shares outstanding	150.3	143.5
Assumed conversion of preferred stock	6.3	12.1
Dilutive restricted stock units	0.4	-
Dilutive stock options	1.9	-
Total diluted shares	158.9	155.6

[1] See Page 21 for details.

[2] The adjusted effective tax rate is 20% and 29% for the three months ended March 31, 2010 and 2009, respectively.

[3] Potentially dilutive shares are included in the adjusted earnings per share calculation when adjusted earnings are positive.

Reg G: Reconciliation of Net Debt

Net Debt - Reconciliation of a Non-U.S. GAAP Measure

(in $ millions)	**March 31, 2010**	**December 31, 2009**
Short-term borrowings and current installments of long-term debt - third party and affiliates	**258**	242
Long-term debt	**3,233**	3,259
Total debt	**3,491**	**3,501**
Less: Cash and cash equivalents	**1,139**	1,254
Net Debt	**2,352**	**2,247**

Celanese

Reg G: Other Charges and Other Adjustments

Reconciliation of Other Charges and Other Adjustments

(in $ millions)	Three Months Ended March 31, 2010	2009
Employee termination benefits	5	24
Ticona Kelsterbach plant relocation	6	3
Clear Lake insurance recoveries	-	(6)
Plumbing actions	(12)	(1)
Asset impairments	72	1
Other	6	-
Total	77	21

Other Adjustments: [1]

(in $ millions)	Three Months Ended March 31, 2010	2009	Income Statement Classification
Business optimization	4	2	SG&A
Ticona Kelsterbach plant relocation	-	1	Cost of sales
Plant closures	9	4	Cost of sales / SG&A
Contract termination	22	-	Cost of sales
Write-off of other productive assets	17	-	Cost of sales
Other	6	5	Various
Total	58	12	
Total other charges and other adjustments	135	33	

[1] These items are included in net earnings but not included in other charges.

Reg G: Reconciliation of Operating EBITDA

Celanese

Segment Data and Reconciliation of Operating Profit (Loss) to Operating EBITDA - a Non-U.S. GAAP Measure

(in $ millions)	Three Months Ended March 31, 2010	2009
Net Sales		
Advanced Engineered Materials	282	165
Consumer Specialties	238	266
Industrial Specialties	242	242
Acetyl Intermediates	724	572
Other Activities [1]	-	-
Intersegment eliminations	(98)	(99)
Total	1,388	1,146
Operating Profit (Loss)		
Advanced Engineered Materials	46	(19)
Consumer Specialties	(30)	66
Industrial Specialties	12	10
Acetyl Intermediates	2	12
Other Activities [1]	(44)	(42)
Total	(14)	27
Equity Earnings, Cost - Dividend Income and Other Income (Expense)		
Advanced Engineered Materials	21	(8)
Consumer Specialties	-	3
Industrial Specialties	-	-
Acetyl Intermediates	28	4
Other Activities [1]	10	6
Total	59	5
Other Charges and Other Adjustments [2]		
Advanced Engineered Materials	(2)	10
Consumer Specialties	80	-
Industrial Specialties	-	3
Acetyl Intermediates	52	5
Other Activities [1]	5	15
Total	135	33
Depreciation and Amortization Expense		
Advanced Engineered Materials	17	17
Consumer Specialties	11	12
Industrial Specialties	10	13
Acetyl Intermediates	25	27
Other Activities [1]	3	2
Total	66	71
Operating EBITDA		
Advanced Engineered Materials	82	-
Consumer Specialties	61	81
Industrial Specialties	22	26
Acetyl Intermediates	107	48
Other Activities [1]	(26)	(19)
Total	246	136

[1] Other Activities primarily includes corporate selling, general and administrative expenses and the results from captive insurance companies.

[2] See page 21 for details.

Reg G: Equity Affiliate Preliminary Results and Celanese Proportional Share - Unaudited

Celanese

Equity Affiliate Preliminary Results - Total - Unaudited

(in $ millions)	Three Months Ended March 31, 2010	Three Months Ended March 31, 2009
Net Sales		
Ticona Affiliates[1]	371	172
Infraserv Affiliates[2]	530	510
Total	901	682
Operating Profit		
Ticona Affiliates	65	(19)
Infraserv Affiliates	20	25
Total	85	6
Depreciation and Amortization		
Ticona Affiliates	21	27
Infraserv Affiliates	26	23
Total	47	50
Affiliate EBITDA[3]		
Ticona Affiliates	86	8
Infraserv Affiliates	46	48
Total	132	56
Net Income		
Ticona Affiliates	44	(16)
Infraserv Affiliates	15	19
Total	59	3
Net Debt		
Ticona Affiliates	144	260
Infraserv Affiliates	447	562
Total	591	822

Equity Affiliate Preliminary Results - Celanese Proportional Share - Unaudited[4]

(in $ millions)	Three Months Ended March 31, 2010	Three Months Ended March 31, 2009
Net Sales		
Ticona Affiliates	171	80
Infraserv Affiliates	174	163
Total	345	243
Operating Profit		
Ticona Affiliates	30	(8)
Infraserv Affiliates	7	8
Total	37	-
Depreciation and Amortization		
Ticona Affiliates	10	12
Infraserv Affiliates	8	7
Total	18	19
Affiliate EBITDA[3]		
Ticona Affiliates	40	4
Infraserv Affiliates	15	15
Total	55	19
Equity in net earnings of affiliates (as reported on the Income Statement)		
Ticona Affiliates	21	(8)
Infraserv Affiliates	5	6
Total	26	(2)
Affiliate EBITDA in excess of Equity in net earnings of affiliates[5]		
Ticona Affiliates	19	12
Infraserv Affiliates	10	9
Total	29	21
Net Debt		
Ticona Affiliates	65	118
Infraserv Affiliates	147	177
Total	212	295

[1] Ticona Affiliates accounted for using the equity method include Polyplastics (45% ownership), Korean Engineering Plastics (50%), Fortron Industries (50%) and Una SA (50%).

[2] Infraserv Affiliates accounted for using the equity method include Infraserv Hoechst (32% ownership), Infraserv Gendorf (39%) and Infraserv Knapsack (27%).

[3] Affiliate EBITDA, a non-U.S. GAAP measure, is the sum of Operating Profit and Depreciation and Amortization.

[4] Calculated by multiplying each affiliate's total share amount by Celanese's respective ownership percentage, netted by reporting category.

[5] Calculated as Celanese proportion of Affiliate EBITDA less Equity in net earnings of affiliates; not included in Celanese operating EBITDA.

Exhibit 99.3

News Release

Celanese Corporation
1601 West LBJ Freeway
Dallas, TX, 75234

Celanese Corporation Announces 25 Percent Dividend Increase

DALLAS, April 26, 2010 – Celanese Corporation (NYSE:CE), a leading, global chemical company, today announced that its board of directors has approved a 25 percent increase in the company's quarterly common stock cash dividend. The quarterly dividend rate increased from $0.04 to $0.05 per share of common stock on a quarterly basis and from $0.16 to $0.20 per share of common stock on an annual basis.

"Management and the Board of Directors believe that this increase reflects the confidence we have in our businesses and their growth plans and allows us to more actively utilize dividends as one of our methods of creating and returning value to our shareholders," said David Weidman, chairman and chief executive officer.

The new dividend rate will be applicable to dividends payable beginning in August 2010.

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About Celanese

As a global leader in the chemicals industry, Celanese Corporation makes products essential to everyday living. Our products, found in consumer and industrial applications, are manufactured in North America, Europe and Asia. Net sales totaled $5.1 billion in 2009, with approximately 73% generated outside of North America. Known for operational excellence and execution of its business strategies, Celanese delivers value to customers around the globe with innovations and best-in-class technologies. Based in Dallas, Texas, the company employs approximately 7,400 employees worldwide. For more information on Celanese Corporation, please visit the company's website at www.celanese.com .

Forward-Looking Statements

This release may contain "forward-looking statements," which include information concerning the company's plans, objectives, goals, strategies, future revenues or performance, capital expenditures, financing needs and other information that is not historical information. When used in this release, the words "outlook," "forecast," "estimates," "expects," "anticipates," "projects," "plans," "intends," "believes," and variations of such words or similar expressions are intended to identify forward-looking statements. All forward-looking statements are based upon current expectations and beliefs and various *assumptions. There can be no assurance that the company will realize these expectations or that these beliefs will prove correct. There are a number of risks and uncertainties that could cause actual results to differ materially from the forward-looking statements contained in this release. Numerous factors, many of which are beyond the company's control, could cause actual results to differ materially from those expressed as forward-looking statements. Other risk factors include those that are discussed in the company's filings with the U.S. Securities and Exchange Commission. Any forward-looking statement speaks only as of the date on which it is made, and the company undertakes no obligation to update any forward-looking statements to reflect events or circumstances after the date on which it is made or to reflect the occurrence of anticipated or unanticipated events or circumstances.*

Exhibit 99.4

News Release

Celanese
1601 West LBJ Freeway
P.O. Box 819005
Dallas, TX, 75234, USA

Celanese Announces Proposed Consolidation of Acetate Manufacturing

Company proposes closure of Spondon, United Kingdom facility

DALLAS, and SPONDON, UK (April 27, 2010) — Celanese Corporation (NYSE:CE), a leading, global chemical company, today announced it is considering a consolidation of its global acetate manufacturing operations by proposing the closure of its acetate manufacturing facility in Spondon, Derby, United Kingdom.The consolidation is designed to strengthen the company's competitive position, reduce fixed costs and align future production capacities with anticipated industry demand trends.

The company would serve its acetate customers under this proposal by optimizing its global production network, which includes facilities in Lanaken, Belgium; Narrows, Virginia; and Ocotlan, Mexico, as well as the company's acetate joint venture facilities in China. If the company proceeds with the proposed closure, Celanese expects to operate its Spondon facility through late 2011 to ensure a smooth closure process.

Key products manufactured at the Spondon plant include cellulose acetate flake and filter tow. The plant's nameplate capacity is approximately 41,000 tons of acetate tow and 60,000 tons of acetate flake.

The Spondon facility has approximately 460 employees. The company will engage in a consultation procedure with the labor unions associated with the proposed closure.

As a result of the proposed Spondon site closure, Celanese expects to record a non-cash impairment charge of US$72 million during the first quarter of 2010. These expenses will be excluded from the company's adjusted earnings per share and operating EBITDA measures. This project would be expected to meet the company's return criteria for investment in productivity-related projects.

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News Release

About Celanese

As a global leader in the chemicals industry, Celanese Corporation makes products essential to everyday living. Our products, found in consumer and industrial applications, are manufactured in North America, Europe and Asia. Net sales totaled $5.1 billion in 2009, with approximately 73% generated outside of North America. Known for operational excellence and execution of its business strategies, Celanese delivers value to customers around the globe with innovations and best-in-class technologies. Based in Dallas, Texas, the company employs approximately 7,400 employees worldwide. For more information on Celanese Corporation, please visit the company's website at www.celanese.com .

Forward-Looking Statements

This release may contain "forward-looking statements," which include information concerning the company's plans, objectives, goals, strategies, future revenues or performance, capital expenditures, financing needs and other information that is not historical information. When used in this release, the words "outlook," "forecast," "estimates," "expects," "anticipates," "projects," "plans," "intends," "believes," and variations of such words or similar expressions are intended to identify forward-looking statements. All forward-looking statements are based upon current expectations and beliefs and various assumptions. There can be no assurance that the company will realize these expectations or that these beliefs will prove correct. There are a number of risks and uncertainties that could cause actual results to differ materially from the forward-looking statements contained in this release. Numerous factors, many of which are beyond the company's control, could cause actual results to differ materially from those expressed as forward-looking statements. Other risk factors include those that are discussed in the company's filings with the U.S. Securities and Exchange Commission. Any forward-looking statement speaks only as of the date on which it is made, and the company undertakes no obligation to update any forward-looking statements to reflect events or circumstances after the date on which it is made or to reflect the occurrence of anticipated or unanticipated events or circumstances.