

# CELANESE CORP

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

Filed 03/27/07 for the Period Ending 03/21/07

Address	222 W. LAS COLINAS BLVD., SUITE 900N IRVING, TX, 75039-5421
Telephone	972-443-4000
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Industry	Commodity Chemicals
Sector	Basic Materials
Fiscal Year	12/31



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**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): March 21, 2007

**CELANESE CORPORATION**

(Exact Name of Registrant as specified in its charter)

**DELAWARE**

(State or other jurisdiction  
of incorporation)

**001-32410**

(Commission File  
Number)

**98-0420726**

(IRS Employer  
Identification No.)

**1601 West LBJ Freeway, Dallas, Texas 75234-6034**

(Address of Principal Executive Offices) (Zip Code)

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

**Not Applicable**

(Former name or former address, if changed since last report):

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01. Entry into a Material Definitive Agreement.**

On March 5, 2007 Celanese Corporation (“Celanese”) announced that its subsidiaries Crystal US Holdings 3 L.L.C., Crystal US Sub 3 Corp. (together “the Crystal entities”) and Celanese US Holdings LLC (“Celanese LLC,” and together with the Crystal entities, the “Issuers”) (formerly BCP Crystal US Holding Corp.) would commence on March 6, 2007 cash tender offers (the “Tender Offers”) with respect to any and all of the outstanding 10% Senior Discount Notes due 2014 and 10<sup>1/2</sup>% Senior Discount Notes due 2014 of the Crystal entities (the “Senior Discount Notes”), and any and all of the outstanding 9<sup>5/8</sup>% Senior Subordinated Notes due 2014 and 10<sup>3/8</sup>% Senior Subordinated Notes due 2014 of Celanese LLC (the “Senior Subordinated Notes,” and together with the Senior Discount Notes, the “Notes”).

In conjunction with the Tender Offers, the Issuers solicited consents to amend certain provisions of the related indentures. Upon receipt of the requisite consents required by the consent solicitations, on March 21, 2007, (i) the Crystal entities, Celanese, as guarantor, and The Bank of New York, as Trustee, entered into a Second Supplemental Indenture with respect to the Senior Discount Notes (the “Crystal Supplemental Indenture”) and (ii) Celanese LLC, Celanese Holdings LLC, as parent guarantor, the entities set forth on a schedule thereto and The Bank of New York, as Trustee, entered into a Third Supplemental Indenture with respect to the Senior Subordinated Notes (the “Celanese LLC Supplemental Indenture,” and together with the Crystal Supplemental Indenture, the “Supplemental Indentures”).

The Crystal Supplemental Indenture eliminates the restrictive covenants related to the following: reports and other information; limitation on incurrence of indebtedness and issuance of preferred stock; limitation on restricted payments; dividend and other payment restrictions affecting subsidiaries; asset sales; transactions with affiliates; change of control; compliance certificate; further instruments and acts; liens; business activities; and liquidated damages notices. The Crystal Supplemental Indenture also eliminates (i) the restriction against consolidation, merger or sale of assets of the Crystal entities; (ii) substantially all of the events of default (with the exception of those related to the payment of principal and interest); and (iii) certain conditions to defeasance.

The Celanese LLC Supplemental Indenture eliminates the restrictive covenants related to the following: reports and other information; limitation on incurrence of indebtedness and issuance of preferred stock; limitation on restricted payments; dividend and other payment restrictions affecting subsidiaries; asset sales; transactions with affiliates; change of control; compliance certificate; further instruments and acts; liens; limitation of other senior subordinated indebtedness; and business activities. The Celanese LLC Supplemental Indenture also eliminates (i) the restriction against consolidation, merger or sale of assets of Celanese LLC or a guarantor; (ii) substantially all of the events of default (with the exception of those related to the payment of principal and interest), (iii) certain conditions to defeasance; and (iv) Celanese LLC’s obligation to cause its subsidiaries to become guarantors on a going-forward basis and to execute a supplemental indenture for future guarantors.

The Supplemental Indentures became effective upon execution on March 21, 2007, and will become operative at such time as the applicable Issuer notifies the tender agent for the

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Tender Offers that the applicable Notes are accepted for purchase following the expiration of the Tender Offers on April 2, 2007.

The foregoing description does not purport to be complete and is qualified in its entirety by reference to the text of the Supplemental Indentures, which are attached hereto as Exhibits 4.1 and 4.2 and are incorporated herein by reference.

**Item 3.03. Material Modification of Rights of Security Holders.**

The information included in Item 1.01 of this report is incorporated by reference into this Item 3.03.

**Item 8.01. Other Events.**

On March 20, 2007, Celanese issued a press release announcing the pricing of the Tender Offers and the results of the Tender Offers following the expiration of the consent time at 5:00 p.m., New York City time, on March 19, 2007. A copy of the press release is attached hereto as Exhibit 99.1.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits

<u>Exhibit Number</u>	<u>Description</u>
4.1	Second Supplemental Indenture, dated as of March 21, 2007, among Crystal US Holdings 3 L.L.C., Crystal US Sub 3 Corp., Celanese Corporation, and The Bank of New York, as Trustee.
4.2	Third Supplemental Indenture, dated as of March 21, 2007, among Celanese US Holdings LLC, Celanese Holdings LLC, the entities set forth in the schedule thereto, and The Bank of New York, as Trustee.
99.1	Press Release dated March 20, 2007.

**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/ Kevin J. Rogan

Name: Kevin J. Rogan

Title: Assistant Secretary

March 27, 2007

## EXHIBIT INDEX

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99.1	Press Release dated March 20, 2007.



**CRYSTAL US HOLDINGS 3 L.L.C.  
CRYSTAL US SUB 3 CORP.**

**10% Series A Senior Discount Notes due 2014  
10 <sup>1</sup>/<sub>2</sub> % Series B Senior Discount Notes due 2014**

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**SECOND SUPPLEMENTAL INDENTURE**

**Dated as of March 21, 2007**

**with respect to the  
INDENTURE**

**Dated as of September 24, 2004**

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**THE BANK OF NEW YORK,  
as Trustee**

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## SECOND SUPPLEMENTAL INDENTURE

Second Supplemental Indenture (this "Supplemental Indenture"), dated as of March 21, 2007 among Crystal US Holdings 3 L.L.C., a Delaware limited liability company, Crystal US Sub 3 Corp., a Delaware corporation and a subsidiary of Crystal US Holdings 3 L.L.C. (collectively, "Crystal"), Celanese Corporation, a Delaware corporation, as guarantor under the First Supplemental Indenture referred to below ("Celanese"), and The Bank of New York, as trustee under the Indenture referred to below (the "Trustee").

### WITNESSETH

A. WHEREAS, Crystal has heretofore executed and delivered to the Trustee an indenture (as amended, supplemented, or otherwise modified, the "Indenture"), dated as of September 24, 2004, providing for the issuance of 10% Series A Senior Discount Notes due 2014 and 10 <sup>1</sup>/<sub>2</sub> % Series B Senior Discount Notes Due 2014 (collectively, the "Notes"), as amended by a supplemental indenture, dated as of March 30, 2005 (the "First Supplemental Indenture"), among Crystal, Celanese and the Trustee.

B. WHEREAS, pursuant to and in accordance with Section 9.02 of the Indenture, Crystal has obtained, on or prior to the date hereof, the consent of the holders of at least a majority in principal amount at maturity of the Notes then outstanding issued under the Indenture to the amendments to the Indenture set forth in this Supplemental Indenture.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually covenanted and agreed for the equal and ratable benefit of the holders of the Notes as follows:

1. *Capitalized Terms* . Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. *Amendments to Indenture* . At such time as Crystal delivers written notice to the Trustee and D.F. King & Co., Inc., the Tender Agent for the Notes for purposes of a tender offer and consent solicitation for the Notes, that Notes representing at least a majority in aggregate principal amount of outstanding Notes tendered (and not validly withdrawn) have been accepted for purchase pursuant to Crystal's Offer to Purchase and Consent Solicitation Statement dated March 6, 2007, the following amendments will become operative:

(a) The following Sections of the Indenture, and any corresponding provisions in the Notes, hereby are deleted in their entirety and replaced with "[Intentionally Omitted]," and all references made thereto throughout the Indenture and the Notes shall be deleted in their entirety:

<u>Existing Section Number</u>	<u>Caption</u>
Section 4.02	Reports and Other Information
Section 4.03	Limitation on Incurrence of Indebtedness and Issuance of Preferred Stock
Section 4.04	Limitation on Restricted Payments
Section 4.05	Dividend and Other Payment Restrictions Affecting Subsidiaries
Section 4.06	Asset Sales
Section 4.07	Transactions with Affiliates
Section 4.08	Change of Control
Section 4.09	Compliance Certificate
Section 4.10	Further Instruments and Acts
Section 4.11	Liens
Section 4.13	Business Activities
Section 4.14	Liquidated Damages Notices
Section 5.01	Consolidation, Merger or Sale of Assets of Crystal LLC
Section 5.02	Consolidation, Merger or Sale of Assets by Crystal Corp

(b) Paragraphs (c), (d), (e), (f), and (g) of Section 6.01 of the Indenture are hereby deleted in their entirety and replaced with “[Intentionally Omitted],” and all references made thereto throughout the Indenture and the Notes shall be deleted in their entirety.

(c) Sub-paragraphs (a)(ii) and (a)(iii) of Section 8.03 of the Indenture are hereby deleted in their entirety and replaced with “[Intentionally Omitted],” and all references made thereto throughout the Indenture and the Notes shall be deleted in their entirety.

(d) Any definitions used exclusively in the provisions of the Indenture deleted pursuant to paragraphs (a), (b) or (c) of this Section 2 are hereby deleted in their entirety.

3. *Governing Law* . THIS SUPPLEMENTAL INDENTURE AND THE NOTES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. *Trustee Makes No Representation* . The Trustee makes no representation as to the validity or sufficiency of this Supplemental Indenture. The recitals herein are made by Crystal and Celanese and not by the Trustee, and the Trustee assumes no responsibility for the correctness thereof.

5. *Counterparts* . The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

6. *Effect of Headings* . The Section headings herein are for convenience only and shall not affect the construction hereof.

7. *Ratification of Indenture; Supplemental Indentures Part of Indenture.* Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions, and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

8. *Effectiveness.* This Supplemental Indenture shall become effective upon execution by the Crystal, Celanese and the Trustee.

[Signature page follows]

IN WITNESS WHEREOF, each of the parties hereto have caused this Supplemental Indenture to be duly executed on its behalf by its duly authorized officer as of the day and year first above written.

CRYSTAL US HOLDINGS 3 L.L.C .  
CRYSTAL US SUB 3 CORP.  
CELANESE CORPORATION, as Guarantor

By: /s/ Kevin Rogan

Name: Kevin J. Rogan

Title: Assistant Secretary

THE BANK OF NEW YORK, as Trustee

By: /s/ Lesley Daley

Name: Lesley Daley

Title: Assistant Vice President

Second Supplemental Indenture



**CELANESE US HOLDINGS LLC,  
as successor to BCP Caylux Holdings Luxembourg S.C.A.**

**9 <sup>5</sup>/<sub>8</sub> % Senior Subordinated Notes due 2014  
10 <sup>3</sup>/<sub>8</sub> % Senior Subordinated Notes due 2014**

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**THIRD SUPPLEMENTAL INDENTURE**

**Dated as of March 21, 2007**

**with respect to the**

**INDENTURE**

**Dated as of June 8, 2004**

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**THE BANK OF NEW YORK,  
as Trustee**

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### THIRD SUPPLEMENTAL INDENTURE

Third Supplemental Indenture (this “Supplemental Indenture”), dated as of March 21, 2007, among Celanese US Holdings LLC, a Delaware limited liability company (“Celanese LLC”) (formerly BCP Crystal US Holdings Corp., a Delaware corporation (“US Holdco”), the successor to BCP Caylux Holdings Luxembourg S.C.A., a Luxembourg partnership limited by shares (“BCP Caylux”), Celanese Holdings LLC, a Delaware limited liability company, as parent guarantor (the “Parent Guarantor”) (formerly BCP Crystal Holdings Ltd. 2, a Cayman Island exempt company (“BCP Crystal”), the entities set forth in the schedule hereto (collectively, the “New Guarantors”) and The Bank of New York, as trustee (the “Trustee”).

#### WITNESSETH

A. WHEREAS, BCP Caylux and BCP Crystal have heretofore executed and delivered to the Trustee an indenture (as amended, supplemented, or otherwise modified, the “Indenture”), dated as of June 8, 2004, providing for the issuance of 9 <sup>5</sup>/<sub>8</sub> % Senior Subordinated Notes due 2014 (the “Dollar Notes”) and 10 <sup>3</sup>/<sub>8</sub> % Senior Subordinated Notes due 2014 (the “Euro Notes,” and collectively with the Dollar Notes, the “Notes”), as amended by a supplemental indenture, dated as of October 5, 2004 (the “First Supplemental Indenture”), among US Holdco, BCP Caylux, BCP Crystal and the Trustee, and as further amended by a supplemental indenture (the “Second Supplemental Indenture”), dated as of October 5, 2004, among US Holdco, the New Guarantors and the Trustee.

B. WHEREAS, pursuant to and in accordance with Section 9.02 of the Indenture, Celanese LLC has obtained, on or prior to the date hereof, the consent of the holders of at least a majority in principal amount at maturity of the Notes then outstanding issued under the Indenture to the amendments to the Indenture set forth in this Supplemental Indenture.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually covenanted and agreed for the equal and ratable benefit of the holders of the Notes as follows:

1. *Capitalized Terms* . Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. *Amendments to Indenture* . At such time as Celanese LLC delivers written notice to (i) the Trustee, (ii) D.F. King & Co., Inc., the Tender Agent for the Dollar Notes for purposes of a tender offer and consent solicitation for the Dollar Notes, and (iii) Deutsche Bank AG and Deutsche Bank Luxembourg, S.A., the Tender Agents for the Euro Notes for purposes of a tender offer and consent solicitation for the Euro Notes, that Notes representing at least a majority in aggregate principal amount of outstanding Notes tendered (and not validly withdrawn) have been accepted for purchase pursuant to the Celanese LLC’s Offer to Purchase and Consent Solicitation Statement dated March 6, 2007, the following amendments will become operative:

(a) The following Sections of the Indenture, and any corresponding provisions in the Notes, hereby are deleted in their entirety and replaced with “[Intentionally Omitted],” and all references made thereto throughout the Indenture and the Notes shall be deleted in their entirety:

<u>Existing Section Number</u>	<u>Caption</u>
Section 4.02	Reports and Other Information
Section 4.03	Limitation on Incurrence of Indebtedness and Issuance of Preferred Stock
Section 4.04	Limitation on Restricted Payments
Section 4.05	Dividend and Other Payment Restrictions Affecting Subsidiaries
Section 4.06	Asset Sales
Section 4.07	Transactions with Affiliates
Section 4.08	Change of Control
Section 4.09	Compliance Certificate
Section 4.10	Further Instruments and Acts
Section 4.11	Liens
Section 4.12	Limitation of Other Senior Subordinated Indebtedness
Section 4.14	Business Activities
Section 5.01	Consolidation, Merger or Sale of Assets by the Issuer
Section 5.02	Consolidation, Merger or Sale of Assets by a Guarantor
Section 11.06	Execution of Supplemental Indenture for Future Guarantors

(b) Paragraphs (c), (d), (e), (f), (g) and (h) of Section 6.01 of the Indenture are hereby deleted in their entirety and replaced with “[Intentionally Omitted],” and all references made thereto throughout the Indenture and the Notes shall be deleted in their entirety.

(c) Sub-paragraphs (a)(ii) and (a)(iii) of Section 8.03 of the Indenture are hereby deleted in their entirety and replaced with “[Intentionally Omitted],” and all references made thereto throughout the Indenture and the Notes shall be deleted in their entirety.

(d) Paragraph (a) of Section 11.01 is hereby deleted in its entirety and replaced with the following:

Upon issuance of the Notes, the Guaranteed Obligations (as defined below) of the Issuer pursuant to the Notes, including any repurchase obligation resulting from a Change of Control, shall be unconditionally guaranteed by the Parent Guarantor, which Guarantee may be released at any time after the issuance of the Notes at the option of the Issuer and the Parent Guarantor. From and after the completion of the Restructuring, the Guaranteed Obligations of the Issuer pursuant to the Notes, including any repurchase obligation resulting from a Change of Control, shall be unconditionally guaranteed, jointly and severally, on

an unsecured subordinated basis, by each Wholly Owned Restricted Subsidiary of the Issuer that guarantees the Issuer's obligations under the Credit Agreement (each, a "Guarantor") prior to March 21, 2007.

(e) Any definitions used exclusively in the provisions of the Indenture deleted pursuant to paragraphs (a), (b), (c) or (d) of this Section 2 are hereby deleted in their entirety.

3. *Governing Law* . THIS SUPPLEMENTAL INDENTURE AND THE NOTES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. *Trustee Makes No Representation* . The Trustee makes no representation as to the validity or sufficiency of this Supplemental Indenture. The recitals herein are made by Celanese LLC, the Parent Guarantor and the New Guarantors and not by the Trustee, and the Trustee assumes no responsibility for the correctness thereof.

5. *Counterparts* . The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

6. *Effect of Headings* . The Section headings herein are for convenience only and shall not affect the construction hereof.

7. *Ratification of Indenture; Supplemental Indentures Part of Indenture*. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions, and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

8. *Effectiveness* . This Supplemental Indenture shall become effective upon execution by Celanese LLC, the Parent Guarantor, the New Guarantors and the Trustee.

[Signature page follows]

IN WITNESS WHEREOF, each of the parties hereto have caused this Supplemental Indenture to be duly executed on its behalf by its duly authorized officer as of the day and year first above written.

CELANESE US HOLDINGS LLC

By: /s/ Kevin Rogan  
Name: Kevin Rogan  
Title: Assistant Secretary

THE BANK OF NEW YORK, as Trustee

By: /s/ Lesley Daley  
Name: Lesley Daley  
Title: Assistant Vice President

CELANESE HOLDINGS LLC

By: /s/ Kevin Rogan  
Name: Kevin Rogan  
Title: Assistant Secretary

Third Supplemental Indenture

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CELANESE ACETATE LLC

By: /s/ Kevin Rogan

Name: Kevin Rogan

Title: Assistant Secretary

Third Supplemental Indenture

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CELANESE AMERICAS CORPORATION

By: /s/ Kevin Rogan

Name: Kevin Rogan

Title: Assistant Secretary

Third Supplemental Indenture

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CELANESE CHEMICALS, INC.

By: /s/ Kevin Rogan

Name: Kevin Rogan

Title: Assistant Secretary

Third Supplemental Indenture

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CELANESE FIBERS OPERATIONS, LTD.

By: /s/ Douglas M. Madden

Name: Douglas M. Madden

Title: President

Third Supplemental Indenture

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CELANESE HOLDINGS, INC.

By: /s/ Kevin Rogan

Name: Kevin Rogan

Title: Assistant Secretary

Third Supplemental Indenture

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CELANESE INTERNATIONAL CORPORATION

By: /s/ Kevin Rogan

Name: Kevin Rogan

Title: Assistant Secretary

Third Supplemental Indenture

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CELANESE LTD.

By: /s/ Kevin Rogan

Name: Kevin Rogan

Title: Assistant Secretary of Celanese  
International Corporation,  
General Partner of Celanese Ltd.

Third Supplemental Indenture

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CELANESE OVERSEAS CORPORATION

By: /s/ Kevin Rogan

Name: Kevin Rogan

Title: Assistant Secretary

Third Supplemental Indenture

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CELANESE PIPE LINE COMPANY

By: /s/ James E. Shields

Name: James E. Shields

Title: Vice President and Treasurer

Third Supplemental Indenture

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CELTRAN, INC.

By: /s/ James E. Shields

Name: James E. Shields

Title: Vice President and Treasurer

Third Supplemental Indenture

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CELWOOD INSURANCE COMPANY

By: /s/ Kevin Rogan

Name: Kevin Rogan

Title: Assistant Secretary

Third Supplemental Indenture

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CNA FUNDING LLC

By: /s/ Judy H. Yip

Name: Judy H. Yip

Title: Vice President

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Third Supplemental Indenture

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CNA HOLDINGS, INC.

By: /s/ Kevin Rogan

Name: Kevin Rogan

Title: Assistant Secretary

Third Supplemental Indenture

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FKAT LLC

By: /s/ Kevin Rogan

Name: Kevin Rogan

Title: Assistant Secretary

Third Supplemental Indenture

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TICONA FORTRON INC.

By: /s/ John Wardzel

Name: John Wardzel

Title: Vice President and Principal Executive Officer

Third Supplemental Indenture

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TICONA LLC

By: /s/ Kevin Rogan

Name: Kevin Rogan

Title: Assistant Secretary

Third Supplemental Indenture

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TICONA POLYMERS, INC.

By: /s/ Kevin Rogan

Name: Kevin Rogan

Title: Assistant Secretary

Third Supplemental Indenture

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**SCHEDULE**  
**NEW GUARANTORS**

Celanese Acetate LLC  
Celanese Americas Corporation  
Celanese Chemicals, Inc.  
Celanese Fibers Operations, Ltd.  
Celanese Holdings, Inc.  
Celanese International Corporation  
Celanese Ltd.  
Celanese Overseas Corporation  
Celanese Pipe Line Company  
Celtran, Inc.  
Celwood Insurance Company  
CNA Funding LLC  
CNA Holdings, Inc.  
FKAT LLC  
Ticona Fortron Inc.  
Ticona LLC  
Ticona Polymers, Inc.

Third Supplemental Indenture



## Celanese Announces Pricing of Tender Offers for its Subsidiaries' Senior Discount Notes and Senior Subordinated Notes; Receipt of Requisite Consents

DALLAS, March 20, 2007 — Celanese Corporation (NYSE: CE), a global hybrid chemical company, today announced that its subsidiaries Crystal US Holdings 3 L.L.C., Crystal US Sub 3 Corp. (together, the "Crystal entities") and Celanese US Holdings LLC (formerly BCP Crystal US Holding Corp.) have determined the price to be paid in their previously announced tender offers for any and all of the Senior Discount Notes of the Crystal entities and any and all of the Senior Subordinated Notes of Celanese US Holdings LLC. The tender offers and the consent solicitations are described in the Offer to Purchase and Consent Solicitation Statement dated March 6, 2007.

The pricing information for the tender offers was calculated as of 2:00 p.m., New York City time, on March 19, 2007, and is set forth in the table below.

Notes	First Call Date	First Call Price	Reference Security	Reference Yield	Fixed Spread	Tender Offer Yield	Total Consideration	Consent Payment	Tender Offer Consideration
10% Series A Senior Discount Notes due October 1, 2014	October 1, 2009	\$1050.00	3.375% U.S. Treasury Note due September 15, 2009	4.578%	50 basis points	5.078%	\$ 926.54	\$35	\$ 891.54
10 1/2% Series B Senior Discount Notes due October 1, 2014	October 1, 2009	\$1052.50	3.375% U.S. Treasury Note due September 15, 2009	4.578%	50 basis points	5.078%	\$ 928.75	\$35	\$ 893.75
9 5/8% Senior Subordinated Notes due June 15, 2014	June 15, 2009	\$1048.13	4.875% U.S. Treasury Note due May 15, 2009	4.603%	50 basis points	5.103%	\$1,135.92	\$35	\$1,100.92
10 3/8% Senior Subordinated Notes due June 15, 2014	June 15, 2009	€1051.88	3.25% German Bund due April 17, 2009	3.939%	50 basis points	4.439%	€1,170.09	€35	€1,135.09

The detailed methodology for calculating the total consideration is outlined in the Offer to Purchase and Consent Solicitation Statement. Holders who validly tender their Notes after the consent time but at or prior to the expiration time (as defined below) will be eligible to receive the applicable tender offer consideration for such Notes as set forth above, but will not receive the consent payment.

Celanese also announced that the consent time in connection with the tender offers occurred on March 19, 2007 at 5:00 p.m., New York City time. As of the consent time, the Crystal entities had received tenders of notes and deliveries of consents from holders of approximately \$553 million aggregate principal amount of the Senior Discount Notes (representing 99.8% of the outstanding principal amount thereof). As of the consent time, Celanese US Holdings LLC had received tenders and deliveries of consents from holders of approximately \$793 million aggregate principal amount of U.S. dollar denominated Senior Subordinated Notes (representing 99.6% of the outstanding principal amount thereof) and approximately € 120 million

aggregate principal amount of Euro denominated Senior Subordinated Notes (representing 92.4% of the outstanding principal amount thereof).

The supplemental indentures relating to the Senior Discount Notes and the Senior Subordinated Notes will be promptly executed by the applicable company, the Trustee, and the applicable guarantors, but will not become operative until the Notes are accepted for purchase and payment pursuant to the tender offers.

As previously announced, the tender offers will expire at 12:00 midnight, New York City time, on April 2, 2007 (the "Expiration Time"), or such later date and time to which the Expiration Time is extended. Tenders of Notes made prior to the consent time may no longer be withdrawn.

The tender offers and consent solicitations remain subject to the conditions that are set forth in the Offer to Purchase and Consent Solicitation Statement, including without limitation the entry into a new senior secured credit facility. Subject to applicable law, the companies may waive any condition applicable to the tender offers and extend or otherwise amend the tender offers.

The information agent for the debt tender offers and consent solicitations and tender agent for the U.S. dollar denominated Notes is D.F. King & Co., Inc. The Euro denominated Notes tender agents are Deutsche Bank AG, London Branch and Deutsche Bank Luxembourg S.A. The joint-lead dealer managers for the debt tender offers are Merrill Lynch & Co. and Deutsche Bank Securities Inc. Questions or requests for assistance may be directed to Merrill Lynch & Co. at 212-449-4914 or toll free at 888-654-8637 or to Deutsche Bank Securities Inc. at 212-250-7772. Noteholders with questions or who would like copies of the documents relating to the debt tender offers may call the information agent toll-free at 800-659-5550.

This press release does not constitute an offer or solicitation to purchase or a solicitation of consents with respect to the Notes. That offer or solicitation will be made only by means of the Offer to Purchase and Consent Solicitation Statement. The tender offers do not constitute a public tender offer for the purchase of notes or a public offering of financial instruments to any person to whom it is unlawful to make such an offer.

*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 \$6.7 billion in 2006, with over 60% 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 8,900 employees worldwide. For more information on Celanese Corporation, please visit the company's website at [www.celanese.com](http://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.*

#### *Offer Restrictions*

*United Kingdom. Each debt tender offer has been issued by and is the sole responsibility of the respective issuer and is only for circulation to noteholders and other persons in the United Kingdom to whom it may lawfully be communicated in accordance with the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, any person satisfying this criteria being referred to as a "relevant person." This communication may not be acted upon in the United Kingdom by anyone who is not a relevant person.*

*Republic of Italy. Neither the debt tender offers nor any of the information contained herein constitutes an offer or an invitation to offer to sell or a promotional message of any form to any person (natural or legal) resident in the Republic of Italy to purchase, exchange or acquire the notes, within the meaning of articles 1, lett. (v), and 102. ff, of Legislative Decree February 24, 1998, n. 58. The debt tender offers are not being made and will not be made, directly or indirectly, in or into, whether by mail or by any means or other instrument (including, without limitation, telephonically or electronically) or any facility of a national securities exchange publicly or privately available in the Republic of Italy. An offer to sell should not be made pursuant to the debt tender offers by any such use, means, instrument or facility or from within the Republic of Italy. Doing so may render invalid any purported offer to sell. Accordingly, copies of this statement and any related documents should not be mailed or otherwise forwarded, distributed or sent in, into or from the Republic of Italy and persons receiving such documents must not forward, distribute or send them in, into or from the Republic of Italy. Therefore, noteholders are hereby notified that, to the extent such noteholders are Italian residents or are located in the Republic of Italy, the debt tender offers are not available to them and, as such, any acceptance instruction on whatever form received from such person shall be void. Any person who may have a legal or contractual obligation to forward this statement and any related offer documents in the Republic of Italy should read this statement before doing so. No prospectus will be lodged with, or registered by, the Commissione Nazionale per le Società e la Borsa (CONSOB) in respect of the debt tender offers. Accordingly, neither this statement nor any other material relating to the debt tender offers may be distributed or made available in the Republic of Italy.*

*Belgium. The debt tender offers are exclusively conducted under applicable private placement exemptions and therefore they have not been, and will not be notified to, and any other offering material relating to the debt tender offers has not been, and will not be, approved by the Belgian Banking, Finance and Insurance Commission (Commission Bancaire, Financière et des Assurances/Commissie voor het Bank-, Financie- en Assurantiewezen) pursuant to the Belgian laws and regulations applicable to the public offering of securities. Accordingly, the debt tender offers as well as any other materials relating to the debt tender offers may not be advertised, offered or distributed in any other way, directly or indirectly, to any other person located and/or resident in Belgium other than in circumstances which do not constitute an offer to the public in Belgium pursuant to the Belgian law of 22 April 2003 on the public offering of securities (loi relative aux*

*offers publiques de titres/ /wet betreffende de openbare aanbieding van effecten) and the Belgian Royal Decree of 7 July 1999 on the public nature of financial transactions (Koninklijk Besluit over het openbaar karakter van financiële verrichtingen/ Arrête Royal relatif au caractère public des opérations financières).*

*France. The debt tender offers do not constitute a public tender offer for the purchase of Notes nor a public offering of financial instruments in France (“appel public à l’épargne”), as defined in article L. 411-1 of the French Code Monétaire et Financier. Only providers of investment services relating to portfolio management for the account of third parties and/or qualified investors (“investisseurs qualifiés”) acting for their own account, all as defined in Articles L.411-1, L.411-2 and D.411.1 to D. 411-4 of the French Code Monétaire et Financier, are eligible to offer to sell notes.*

*As required by article 211-4 of the General Regulations of the Autorité des Marchés Financiers, such providers of investment services relating to portfolio management for the account of third parties and/or qualified investors are informed that: (i) this Memorandum has not been submitted and will not be submitted to the clearance procedures of the Autorité des Marchés Financiers in France ; (ii) with respect only to qualified investors, they must participate in the debt tender offers on their own account, in the conditions set out in articles D. 411-1, D. 411-2, D.734-1, D. 744-1, D. 754-1 and D.764-1 of the French Code Monétaire et Financier.*

*The offers to purchase and consent solicitation statements do not constitute and may not be used for or in connection with either an offer to any person to whom it is unlawful to make such an offer or a solicitation (“démarchage”) by anyone not authorised so to act in accordance with articles L. 341-3, L. 341-4 and L. 341-7 of the French Code Monétaire et Financier. Accordingly, the tender offers will not be proposed, under any circumstances, directly or indirectly, to the public in France.*

*SOURCE: Celanese Corporation.*