

CELANESE CORP

FORM 8-K (Current report filing)

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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): September 13, 2011

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

5.02(e)

Annual Long-Term Equity Awards

On September 7, 2011, the Compensation Committee (the “Committee”) of the Board of Directors of Celanese Corporation (the “Company”) approved the Company’s annual long-term incentive equity awards consisting of (i) awards of performance-vesting restricted stock units (“Performance RSUs”) to all of the Company’s executive officers and certain other key employees (each, a “Participant”), (ii) awards of time-vesting restricted stock units (“Time RSUs”) to all of the Participants except the Company’s Chief Executive Officer, and (iii) non-qualified options to purchase shares of the Company’s Class A common stock (“Stock Options”) to certain executive officers. The Performance RSUs, Time RSUs and Stock Options are granted under the Company’s 2009 Global Incentive Plan. The Committee approved awards to the Company’s named executive officers in the following amounts:

<u>Named Executive Officer</u> ¹	<u>Value of Performance RSUs at Target</u> ²	<u>Value of Time RSUs</u> ²	<u>Value of Stock Options</u> ²
David N. Weidman	\$3,375,000	---	\$1,125,000
Steven M. Sterin	\$500,000	\$250,000	\$250,000
Douglas M. Madden	\$600,000	\$300,000	\$300,000
Jacquelyn H. Wolf	\$237,500	\$118,750	\$118,750

¹ James S. Alder, a named executive officer, received no long term awards as a result of his anticipated retirement on October 31, 2011.

² The number of (a) Performance RSUs that will be issued on the grant date, November 1, 2011, will be determined using the grant date fair value of the award using a Monte Carlo simulation approach, (b) Time RSUs that will be issued on the grant date, October 1, 2011, will be determined using the average high and low stock price on the grant date, and (c) Stock Options that will be issued on the grant date, October 1, 2011, will be determined using the grant date fair value of the award using the Black-Scholes option pricing method.

Performance-Vesting Restricted Stock Units

In connection with the approval noted above, the Company will enter into a Performance-Vesting Restricted Stock Unit Award Agreement (in the form filed herewith, the “Performance RSU Agreement”) with each of the Participants entitled to receive Performance RSUs. The percentage of the target number of Performance RSUs awarded that may vest on November 1, 2014 is subject to the achievement of specified levels of (i) Operating EBITDA during the 2012 and 2013 fiscal years and (ii) “Total Shareholder Return” as compared to a defined set of peer companies during the period that commences October 1, 2011 and that will be completed on October 31, 2014, and is set forth in the following schedule:

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

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

Upon the termination of a Participant’s employment with the Company by reason of death or disability before November 1, 2014, Performance RSUs in an amount equal to (i) the target number of Performance RSUs granted multiplied by (ii) a fraction, the numerator of which is the number of complete and partial months between November 1, 2011 and the date of such termination, and the denominator of which is the number of complete and partial months in the vesting period, such product to be rounded up to the nearest whole number (the “PRSU Prorated Amount”), shall become vested and become deliverable to the Participant within thirty days. Upon the termination of a Participant’s employment with the Company without cause before November 1, 2014, Performance RSUs in an amount equal to the PRSU Prorated Amount, subject to adjustment for the achievement of the performance goals outlined above, shall vest and become deliverable to the Participant within 2½ months after the applicable vesting date (as to the portion of the RSUs not subject to the holding period) and at the end of the holding period described above (as to the portion of the RSUs subject to the holding period). Upon the termination of a Participant’s employment with the Company for any other reason, the Performance RSU award shall be forfeited and cancelled without consideration.

If a Participant’s employment with the Company is terminated without cause within two years following a change in control, the

target number of Performance RSUs will immediately vest and become payable to the Participant within 30 days of such termination. If the Performance RSU award is not assumed by the Participant's new employer in connection with a change in control, or a substitute award is not made, the target number of Performance RSUs will fully vest upon the change in control, and shall be paid to the Participant within 30 days after the change in control occurs, in accordance with Section 409A of the Internal Revenue Code (the "Code").

Prior to November 1, 2014, Performance RSUs shall not receive any dividend equivalents. After that date, any Performance RSUs subject to the holding period requirement described above shall receive dividend equivalents accumulated as cash and payable at the end of the holding period without interest.

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

Time-Vesting Restricted Stock Units

In connection with the approval noted above, the Company will enter into a Time-Vesting Restricted Stock Unit Award Agreement (in the form filed herewith, the "Time RSU Agreement") with each of the Participants entitled to receive Time RSUs. Each award of Time RSUs will vest 30% on October 1, 2012, 30% on October 1, 2013 and 40% on October 1, 2014.

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

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

If a Participant's employment with the Company is terminated without cause within two years following a change in control, the Time RSUs will immediately vest and become payable to the Participant within 30 days of such termination. If the Time RSU award is not assumed by the Participant's new employer in connection with a change in control, or a substitute award is not made, the Time RSUs will fully vest upon the change in control, and shall be paid to the Participant within 30 days after the change in control occurs, in accordance with Section 409A of the Code.

Prior to each vesting date, Time RSUs shall not receive any dividend equivalents. After each such date, any Time RSUs subject to the holding period requirement described above shall receive dividend equivalents accumulated as cash and payable at the end of the holding period without interest. The description of the Time RSU Agreement contained herein is qualified in its entirety by reference to the form of Time-Vesting Restricted Stock Unit Award Agreement that is filed herewith as Exhibit 10.2 and incorporated herein by reference.

Stock Options

In connection with the approval noted above, the Company will enter into a Nonqualified Stock Option Award Agreement (in the form filed herewith, the "Stock Option Agreement") with each of the executive officers entitled to receive Stock Options. Each award of Stock Options will vest 25% on October 1, 2012, October 1, 2013, October 1, 2014, and October 1, 2015, and will expire on October 1, 2018. The exercise price for the Stock Option will be the average of the high and low trading prices of the Company's common stock on the start date, October 1, 2011, in accordance with the terms of the 2009 Global Incentive Plan.

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

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

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

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

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

Departure of Named Executive Officer

On August 2, 2011, the Company announced that James S. Alder, Senior Vice President, Operations and Technical, had elected to retire effective October 31, 2011 after 37 years of service.

In connection with Mr. Alder's retirement from the Company, the Company and Mr. Alder entered into a Restrictive Covenant Agreement (the "Agreement") dated September 7, 2011, pursuant to which Mr. Alder agreed to voluntarily resign from all positions he holds with the Company and any of its subsidiaries on October 31, 2011 (the "Retirement Date"). A summary of the material terms of the Agreement is set forth below:

- Restrictive Covenant: Mr. Alder has agreed (1) for a period of two years after the Retirement Date not to compete with the Company or to solicit or hire former employees of the Company, and (2) to keep confidential information concerning the Company.
- Cooperation Covenant: Mr. Alder has agreed to cooperate with the Company as necessary after the Retirement Date, including being available for conference calls and assisting with pending litigation and claims.
- Vesting and Settlement of Equity Awards: Mr. Alder will vest in a pro-rata portion of all Performance RSUs and Time RSUs outstanding on the Retirement Date, to be settled in accordance with the settlement provisions contained in the respective award agreements. Mr. Alder shall be entitled to continued vesting of his October 2010 stock option award, and shall be entitled to exercise such stock options from the applicable vesting dates through the stated expiration date subject to the applicable holding period requirements. The terms of all remaining stock option agreements are unaffected by the Agreement.
- 2011 Bonus Payments: Mr. Alder will not be entitled to receive a cash incentive bonus payout for 2011.

The Agreement also provides for a release by Mr. Alder of any claims that he may have against the Company. In addition to the above terms, Mr. Alder is entitled to other benefits, including pension benefits, independent of the Agreement. The foregoing summary is qualified in its entirety by reference to the Agreement, a copy of which is attached to this Current Report as Exhibit 10.4 and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

<u>Exhibit</u>	<u>Description</u>
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10.1	Form of Performance-Vesting Restricted Stock Unit Award Agreement
10.2	Form of Time-Vesting Restricted Stock Unit Award Agreement
10.3	Form of Nonqualified Stock Option Award Agreement
10.4	Restrictive Covenant Agreement with James S. Alder

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: September 13, 2011





**CELANESE CORPORATION
2009 GLOBAL INCENTIVE PLAN**

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

<<NAME>>

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

Performance RSU Target Award

<<Target Units>> Units

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

**CELANESE CORPORATION
2009 GLOBAL INCENTIVE PLAN**

PERFORMANCE-VESTING RESTRICTED STOCK UNIT AWARD AGREEMENT

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

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

2. Performance-Based Vesting : Subject to Section 4 and Section 7 of this Agreement, Performance RSUs in an aggregate amount to be determined in accordance with the performance measures, targets and methodology set forth in Appendix A shall vest on November 1, 2014 (or the first preceding trading day if the New York Stock Exchange is not open for trading on such date) (the "Vesting Date").

3. Holding Period Requirement : On the Vesting Date, a proportion of the Performance RSUs scheduled to vest on such date, <<transferable percent>> ("Transferable RSUs"), will be settled in accordance with the provisions of Section 5(a), subject to any applicable taxes under Section 8 upon such vesting. The remaining Performance RSUs scheduled to vest on such date, <<hold percent>> ("Holding Period RSUs"), will be subject to any applicable taxes under Section 8 upon such vesting, and will be non-transferable and subject to a holding period requirement with the effect that the Holding Period RSUs, net of any RSUs withheld for taxes under Section 8, shall be settled under Section 5(b) upon the earliest of (a) the seventh anniversary of the Grant Date, (b) the Participant's death or Disability, or (c) the occurrence of a Change in Control (the "Delivery Date"), subject to any applicable taxes under Section 8 upon the Delivery Date; provided, however, that in the event of a termination for Cause prior to the Delivery Date, the Holding Period RSUs (if any) shall be immediately forfeited and cancelled without consideration as of such date.

4. Effects of Certain Events :

(a) Upon the termination of the Participant's employment by the Company without Cause prior to the Vesting Date, a prorated number of Performance RSUs in an amount equal to (i) the Target number of Performance RSUs granted hereby multiplied by (ii) a fraction, the numerator of which is the number of complete and partial calendar months from the Grant Date to the date of termination, and the denominator of which is the number of complete and partial calendar months between the Grant Date and the Vesting Date, such product to be rounded up to the nearest whole number, shall vest on the Vesting Date, subject to adjustment for the achievement of the performance goals outlined herein and as applied to all other Participants, provided, however, that (1) the portion of such prorated, performance-adjusted Performance RSUs that are Transferable RSUs will be settled in accordance with the provisions of Section 5(a), subject to any applicable taxes under Section 8 upon such vesting and settlement, and (2) the remaining portion of such prorated, performance-adjusted Performance RSUs, Holding Period RSUs, will be subject to any applicable taxes under Section 8 upon such vesting, and will be non-transferable and subject to a holding period requirement as provided in Section 3, with the effect that such adjusted prorated, performance-adjusted Performance RSUs shall be treated as Holding Period RSUs, and shall be settled under Section 5(b), subject to applicable taxes under Section 8 upon such settlement. The remaining portion of the Award shall be immediately forfeited and cancelled without consideration as of the date of the Participant's termination of employment.

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

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

(d) Upon the termination of a Participant's employment with the Company for any reason on or after the Vesting Date and before the Delivery Date, any Holding Period RSUs shall remain subject to the provisions of this Agreement until the

applicable Delivery Date, except that in the event of a termination for Cause, in which case the Holding Period RSUs (if any) shall be immediately forfeited and cancelled without consideration as of such date.

5. Settlement of Performance RSUs :

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

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

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

7. Change in Control; Dissolution :

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

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

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

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

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

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

9. Securities Laws : The Company may impose such restrictions, conditions or limitations as it determines appropriate as to the

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

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

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

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

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

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

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

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

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

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

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

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

15. Binding Effect : The Award and this Agreement shall inure to the benefit of and be binding upon the parties hereto and their

respective permitted heirs, beneficiaries, successors and assigns.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) “ *Operating EBITDA* ” means a measure used by the Company’s management to measure performance and is defined as net earnings less interest income plus loss (earnings) from discontinued operations, interest expense, taxes, and depreciation and amortization, and further adjusted for other charges and other adjustments as determined by the Company (consistent with the provisions of Section 13(b) of the 2009 Plan to the extent applicable) and as approved by the Committee.

(e) “ *Total Shareholder Return* ” or “ *TSR* ” means the change in the price of the Common Shares, including dividends (as if reinvested), cumulatively over the period October 1, 2011 through October 31, 2014 (the “TSR Performance Period”), as determined in good faith and in the sole discretion of the Committee. Total Shareholder Return for the Company and the Peer Group shall be calculated using the average of the last reported sales price per share of voting common stock on the New York Stock Exchange Composite Transactions (or such other comparable securities exchange or trading market as the common stock of the Company or the applicable Peer Group company shall then be traded) for the last twenty (20) trading days preceding October 1, 2011, and for the last twenty (20) trading days preceding October 31, 2014.

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

CELANESE CORPORATION

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

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

PARTICIPANT

By:

Name: <<NAME>>

Employee ID: << Personnel Number>>

Date:

APPENDIX A

CALCULATION OF THE PERFORMANCE-BASED VESTING

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

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

Performance-Based Vesting Calculation

The percentage of Performance RSUs that may vest on November 1, 2014 is subject to the achievement of specified levels of (i) the Company's Operating EBITDA during its 2012 and 2013 fiscal years and (ii) the Company's Total Shareholder Return as compared with peer companies during the TSR Performance Period, where the potential performance-based vesting outcomes are summarized as follows:

Table 1 – Potential Performance-Based Vesting Outcomes:

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

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

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

Table 2 – Operating EBITDA Performance Goals and Payout Range:

Measurement Period	Period Weight	Operating EBITDA Performance Goal / Range (Millions)			Operating EBITDA Performance Percentage Range ⁽¹⁾		
		Threshold	Target	Stretch	Threshold	Target	Stretch
1/1/2012 to 12/31/2012	40%	TBD	TBD	TBD	20%	40%	60%
1/1/2013 to 12/31/2013	40%	TBD	TBD	TBD	20%	40%	60%
1/1/2012 to 12/31/2013	20%	TBD	TBD	TBD	10%	20%	30%
	100%				50%	100%	150%

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

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

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

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

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

Table 3 – TSR Performance Goals and Payout Range:

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

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

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

N = the number of companies that remain in the Peer Group on October 31, 2014

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX B

PEER GROUP COMPANIES

The peer group was established by selecting all of the companies comprising the Dow Jones U.S. Chemicals Index (DJUSCH) as of September 30, 2011 (the “Peer Group”). The companies in the Index on that date, not including Celanese, were: [TO BE UPDATED AS OF SEPTEMBER 30]

Table 1 – Peer Group Companies:

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

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





**CELANESE CORPORATION
2009 GLOBAL INCENTIVE PLAN**

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

<<NAME>>

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

RSU Award

<<Units>> Units

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

**CELANESE CORPORATION
2009 GLOBAL INCENTIVE PLAN**

TIME-VESTING RESTRICTED STOCK UNIT AWARD AGREEMENT

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

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

2. **Time-Based Vesting** : Subject to Section 4 and Section 7 of this Agreement, «Number_Units__30» RSUs shall vest on October 1, 2012; «Number_Units__30» RSUs shall vest on October 1, 2013; and «Number_Units__40» RSUs shall vest on October 1, 2014. Each such date shall be referred to as a "Vesting Date". Each period between the Grant Date and a Vesting Date shall be referred to as a "Vesting Period".

3. **Holding Period Requirement** : On each Vesting Date, a proportion of the RSUs scheduled to vest on such date, <<transferable percent>> ("Transferable RSUs"), will be settled in accordance with the provisions of Section 5(a), subject to any applicable taxes under Section 8 upon such vesting. The remaining RSUs scheduled to vest on such date, <<hold percent>> ("Holding Period RSUs"), will be subject to any applicable taxes under Section 8 upon such vesting, will be non-transferable and subject to a holding period requirement with the effect that the Holding Period RSUs, net of any RSUs withheld for taxes under Section 8 upon vesting, and shall be settled under Section 5(b) upon the earliest of (a) the seventh anniversary of the Grant Date, (b) the Participant's death or Disability, or (c) the occurrence of a Change in Control (the "Delivery Date"), subject to any additional taxes under Section 8 due upon the Delivery Date; provided, however, that in the event of a termination for Cause prior to the Delivery Date, the Holding Period RSUs (if any) shall be immediately forfeited and cancelled without consideration as of such date.

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

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

(A) without Cause, (1) such prorated number of unvested RSUs shall vest and will be subject to any applicable taxes under Section 8 upon such vesting, (2) a portion of such prorated RSUs, <<hold percent>> (Holding Period RSUs), which may be rounded up in each case to avoid fractional shares, will be non-transferable and subject to a holding period requirement as provided in Section 3, with the effect that such portion of the prorated RSUs shall be treated as Holding Period RSUs, and shall be settled under Section 5(b) on the Delivery Date, subject to any applicable taxes under Section 8 on the Delivery Date, and (3) the remaining portion of such RSUs, <<transferable percent>> (Transferable RSUs), which may be rounded in each case to avoid fractional shares, will be settled in accordance with the provisions of Section 5(a), subject to any applicable taxes under Section 8; and

(B) by reason of the Participant's death or Disability, such prorated number of RSUs shall vest, will be subject to any applicable taxes under Section 8 upon such vesting, and a number of Common Shares equal to such prorated number of RSUs shall be delivered to the Participant or beneficiary within thirty (30) days following the original applicable Vesting Date.

The remaining portion of the Award shall be immediately forfeited and cancelled without consideration as of the date of the Participant's termination of employment.

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

5. **Settlement of RSUs** :

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

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

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

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

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

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

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

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

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

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

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

9. **Securities Laws** : The Company may impose such restrictions, conditions or limitations as it determines appropriate as to the timing and manner of any resales by the Participant or other subsequent transfers by the Participant of any Common Shares issued as a result of the vesting or settlement of the RSUs, including without limitation (a) restrictions under an insider trading policy, and (b) restrictions as to the use of a specified brokerage firm for such resales or other transfers. Upon the acquisition of any Common Shares pursuant to the vesting or settlement of the RSUs, the Participant will make or enter into such written representations, warranties and agreements as the Company may

reasonably request in order to comply with applicable securities laws or with this Agreement and the 2009 Plan. All accounts in which such Common Shares are held or any certificates for Common Shares shall be subject to such stop transfer orders and other restrictions as the Company may deem advisable under the rules, regulations and other requirements of the Securities and Exchange Commission, any stock exchange or quotation system upon which the Common Shares are then listed or quoted, and any applicable federal or state securities law, and the Company may cause a legend or legends to be put on any such certificates (or other appropriate restrictions and/or notations to be associated with any accounts in which such Common Shares are held) to make appropriate reference to such restrictions.

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

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

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

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

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

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

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

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

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

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

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

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

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

site, or other means of electronic delivery.

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

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

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

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

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

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

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

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

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

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

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

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

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

[signature page follows]

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

CELANESE CORPORATION

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

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

PARTICIPANT

By:

Name: <<NAME>>

Employee ID: << Personnel Number>>

Date:





**CELANESE CORPORATION
2009 GLOBAL INCENTIVE PLAN**

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

<<NAME>>

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

Stock Option Award

<<# Shares>> **Shares**

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

**CELANESE CORPORATION
2009 GLOBAL INCENTIVE PLAN**

NONQUALIFIED STOCK OPTION AWARD AGREEMENT

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

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

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

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

3. **Exercise of Option** :

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

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

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

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

4. **Holding Period Requirement** :

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

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

5. **Effects of Certain Events** :

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[signature page follows]

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

CELANESE CORPORATION

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

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

PARTICIPANT

By:

Name: <<NAME>>

Employee ID: << Personnel Number>>

Date:

EXHIBIT A

<<Grant Date>>

NOTE: This letter not needed if a similar letter was issued in prior year.

Morgan Stanley Smith Barney LLC
Canal Street Station
P.O. Box 737
New York, New York 10013-0737

Re: Brokerage Account at Morgan Stanley Smith Barney LLC
Registered in the name of <<NAME>> (the "Account")

Ladies and Gentlemen:

This letter sets forth my instructions to Morgan Stanley Smith Barney LLC (the "Service Provider") regarding shares of the Common Stock of Celanese Corporation (the "Issuer") acquired by me under the 2009 Global Incentive Plan (the "2009 Plan") that are subject to a holding period requirement and held in the Account (the "Shares"). For purposes of this letter, the Shares include any shares of the Issuer acquired pursuant to the exercise of stock options granted to me under the 2009 Plan in 2011 and later years that are subject to a holding period requirement.

1. I am a participant in the 2009 Plan, an equity compensation plan of the Issuer whereby I have been granted options to acquire shares of the Common Stock of the Issuer.
2. I am familiar with the terms of the 2009 Plan and applicable grant agreement ("Controlling Documents") with respect to the Shares. I will not give any instructions to the Service Provider regarding the Shares that are not permitted under the Controlling Documents.
3. Upon exercise of my option rights, I may from time to time acquire Shares that will be deposited in my Account.
4. Under the Controlling Documents, the Shares are subject to return to the Issuer under certain circumstances set forth in the Controlling Documents until a date set forth in the Controlling Documents (the "Restrictions Lapse Date").
5. With respect to Shares I hereby instruct the Service Provider to restrict my ability to sell, exchange, transfer, pledge or otherwise enter into transactions with respect to the Shares prior to the Restrictions Lapse Date.
6. The Service Provider may follow any instructions or orders with respect to the Shares given by the Issuer or by a person designated by the Issuer to act on behalf of the Issuer with respect to the Shares (an "Authorized Person"), or a person the Service Provider reasonably believes to be an Authorized Person, including without limitation any instructions regarding the Restrictions Lapse Date and the cancellation, surrender or other transfer of the Shares to the Issuer ("Issuer Instructions").
7. The Service Provider shall be under no obligation to verify the validity of any Issuer Instructions under the Controlling Documents or Issuer's authority to give any Issuer Instructions.
8. This letter does not create any obligation of the Service Provider except for those expressly set forth herein. The Service Provider shall have no liability to me for any act or omission by the Service Provider or any of its employees or representatives, taken or omitted in accordance with such Issuer Instructions. In particular, the Service Provider need not investigate whether the Issuer is entitled under the Controlling Documents to give Issuer Instructions.
9. I agree to indemnify, defend, and hold harmless the Service Provider, its affiliates, and their respective successors, officers, directors, employees and assigns, from and against any and all actions, causes of action, claims, demands, costs, liabilities, expenses (including attorneys' fees and disbursements) and damages arising out of or in connection with any act or omission of the Service Provider taken in good faith in reliance on the instructions set forth herein or any instruction from me or any Authorized Person.
10. The Service Provider may provide information to the Issuer or any Authorized Person with respect to the Account and the Shares.
11. These instructions shall continue in effect with respect to Shares until the earlier to occur of (a) the Restrictions Lapse Date or (b) receipt by the Service Provider of written notice by an Authorized Person instructing the Service Provider to accelerate the Restrictions Lapse Date.
12. The Service Provider may cease to follow the instructions and undertaking set forth in this letter by delivering thirty days prior written notice (a) to me and (b) to the Issuer or an Authorized Person.

Sincerely,

<<NAME>>
Account Owner



Restrictive Covenant Agreement

Celanese Corporation, its Subsidiaries and its Affiliates, (“Employer”), and **James S. Alder**, his/her heirs, executors, administrators, successors, and assigns (“Executive”), agree that:

1. **Last Day of Employment (“Departure Date”)**. Executive is retiring and the last day of employment with Celanese is: **October 31, 2011**.
2. **Non-competition/Non-solicitation**. Executive acknowledges and recognizes the highly competitive nature of the business of the Employer. Without the express written permission of the Employer, for a period of two (2) years, following the Departure Date (the “Restricted Period”), Executive acknowledges and agrees that he/she will not: (i) directly or indirectly solicit sales of like products similar to those produced or sold by the Employer; (ii) directly engage or become employed in a function with like responsibilities as at the Employer with any business that competes with the business of the Employer, including but not limited to: direct sales, marketing, or manufacturing research and development or product development for a producer of products similar to those produced or licensed by the Employer; or (iii) for a period of two (2) years from the departure date, directly or indirectly solicit or hire employees of the Employer for employment. Provided however, that nothing in this provision shall restrict Executive from owning solely as an investment, publicly traded securities of any company which is engaged in the business of the Employer, if Executive (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.
3. **Confidentiality**. Executive and Employer agree not to disclose any information regarding the existence or substance of this Agreement, except to his spouse, tax advisor, and an attorney with whom Executive chooses to consult regarding his consideration of this Agreement.

Executive 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, Executive 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 Executive. Executive 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.

4. **Future Cooperation after Departure Date**. After departure, Executive agrees to make reasonable efforts to assist the Employer including but not limited to: assisting with transition duties, assisting with issues that arise after departure of employment and assisting with the defense or prosecution of any lawsuit or claim. This includes but is not limited to responding to telephone calls, providing deposition testimony, attending hearings and testifying on behalf of the Employer. The Company will reimburse Executive for reasonable time and expenses in connection with any future cooperation after the Departure Date. Time and expenses can include loss of pay or using vacation time at a future employer. The Employer shall reimburse the Executive within 30 days of remittance by Executive to the Employer of such time and expenses incurred, but in no event later than the end of the Executive’s tax year following the tax year in which the Executive incurs such time and expenses and such reimbursement obligation shall remain in effect for five years and the amount of expenses eligible for reimbursement hereunder during Executive’s tax year will not affect the expenses eligible for reimbursement in any other tax year.
5. **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 Service Code. In consideration for signing this Agreement and compliance with the promises made herein, Employer and Executive agree:
 - a. **Long Term Equity Awards**. The Employer will fulfill its obligations to Executive pursuant to the terms of the outstanding equity award agreements. The Employer and Executive agree that the specific equity awards for which the Executive is eligible are set forth on Exhibit A. The Employer further agrees that
 - i. The Executive shall be entitled to receive a pro rata portion of all outstanding time-vesting and performance-vesting Restricted Stock Units (RSUs), determined by the Departure Date, with the remaining portion being forfeited, and with such pro rata portion to vest and settle as of the original vesting dates, subject to any performance adjustments and hold requirements specified in such awards, and
 - ii. The Executive shall be entitled to continued vesting of the Executives October 2010 stock option award, and shall

be entitled to exercise stock options from the applicable vesting date through the stated award expiration date, subject to hold requirements. The terms of all remaining stock option awards are unaffected by this agreement.

- b. **Company Benefit Plans.** Healthcare & dental coverage and all other normal company programs (e.g. life insurance, LTD, 401K contributions, etc.) will continue until the last day of the month in which Executive departs, according to their current health & dental plan elections.
 - c. **Pension & Retiree Health Care Plan.** If Executive is eligible, the Employer will fulfill its obligations according to the terms of the respective Plans.
 - d. **Voluntary Resignation.** Executive agrees to voluntarily resign from the Employer effective on the Departure Date. Effective as of the close of business on such Departure Date, Executive will resign from all positions he holds as a corporate officer of the Company and subsidiaries and Affiliates (including without limitation any positions as an officer, executive and/or director), and from all positions held on behalf of the Company (e.g., external board memberships, joint venture boards, internal committee positions).
 - e. **Return of Company Property.** Executive will surrender to Employer on the Departure Date, all company materials, including, if applicable, but not limited to his/her company car, laptop computer, phone, credit card, calling cards, etc. Executive will be responsible for resolving any outstanding balances on the company credit card.
6. **No Consideration Absent Execution of this Agreement.** Executive understands and agrees that he/she would not receive the consideration specified in Paragraph "2" above, except for the execution of this Agreement and General Release and the fulfillment of the promises contained herein.
7. **General Release of Claims.** Executive knowingly and voluntarily releases and forever discharges, to the full extent permitted by law the Employer of and from any and all claims, known and unknown, asserted and unasserted, Executive has or may have against Employer as of the date of execution of this Agreement and General Release, 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, 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 Wall Street Reform Act of 2010 (Dodd-Frank)
 - The Family Medical Leave Act of 1993
 - 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, including but not limited to any other local, state or federal law, regulation or ordinance in Texas, or any law, regulation or ordinance of a foreign country, including but not limited to the People's Republic of China, Federal Republic of Germany and the United Kingdom.
 - Any public policy, contract, tort, or common law.
 - Any claim for costs, fees, or other expenses including attorneys' fees incurred in these matters.
8. **Affirmations.** Executive affirms that he/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"), or a charge or complaint under the Wall Street Reform Act of 2010 subject to the restriction, that if any such charge or complaint is filed, Executive agrees not to violate the confidentiality provisions of this Agreement and Executive further agrees and covenants that should he/she or any other person, organization, or other entity file, charge, claim, sue or cause or permit to be filed any charge or claim with the EEOC, the Securities and Exchange Commission ("SEC"), any other governmental body, civil action, suit or legal proceeding against the Employer involving any matter occurring at any time in the past, Executive 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.

Executive further affirms that he/she has reported all hours worked as of the date of this Agreement and has been paid and/or has received all leave (paid or unpaid), compensation, wages, bonuses, commissions, and/or benefits to which he/she may be entitled and that no other leave (paid or unpaid), compensation, wages, bonuses, commissions and/or benefits are due to him/her, except as provided in this Agreement and General Release. Executive furthermore affirms that he/she has no known workplace injuries or occupational diseases.

9. **Governing Law and Interpretation.** This Agreement shall be governed and conformed in accordance with the laws of the state in

which Executive was employed on the Departure Date without regard to its conflict of laws provision. In the event the Executive or Employer breaches any provision of this Agreement, Executive 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.

10. **Nonadmission 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.
11. **Non - Disparagement**. Executive 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 Executive, his/ her reputation and/or business.
12. **Injunctive Relief**. Executive agrees and acknowledges that the Employer will be irreparably harmed by any breach, or threatened breach by him of this Agreement and that monetary damages would be grossly inadequate. Accordingly, he agrees that in the event of a breach, or threatened breach by him 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.
13. **Review Period**. Executive is hereby advised that he/she has up to forty-five (45) calendar days to review this Agreement and to consult with an attorney prior to execution of this Agreement. Executive 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.
14. **Revocation Period**. In the event that Executive elects to sign and return to the Employer a copy of their Agreement, he/she has a period of seven (7) days (the "Revocation Period") following the date of such return to revoke this Agreement, which revocation must be in writing and delivered to the Employer within the Revocation Period. This Agreement will not be effective or enforceable until the expiration of the Revocation Period.
15. **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.
16. **Entire Agreement**. This Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any prior obligation of the Employer to the Executive. Executive acknowledges that he/she has not relied on any representations, promises, or agreements of any kind made to him/her in connection with the 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 Executive shall remain in full force and effect, except as such Equity Agreements are modified by this Agreement.
17. **HAVING ELECTED TO EXECUTE THIS AGREEMENT, TO FULFILL THE PROMISES AND TO RECEIVE THE SUMS AND BENEFITS IN PARAGRAPH "5" ABOVE, EXECUTIVE FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT AND GENERAL RELEASE INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS HE/SHE HAS OR MIGHT HAVE AGAINST EMPLOYER.**

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

Celanese Corporation

By: /S/ James S. Alder

By: /S/ David N. Weidman

Date: September 7, 2011

Date: September 7, 2011

EXHIBIT A

2009 Restricted Stock Units

Vesting Period	Target Award	Prorated Amount	Timing of Payment
2009 Performance RSU Award: (1)			
12/2/2009 - 9/30/2012	16,000	10,824	Oct. 2012
2009 Time Vested RSUs: (2)			
10/1/2009 - 10/1/2012	6,400	4,445	Oct. 2012

2010 Restricted Stock Units

Vesting Period	Target Award	Prorated Amount	Timing of Payment
2010 Performance RSU Award: (3)			
12/1/2010 - 9/30/2013	17,890	5,788	Oct. 2013
2010 Time Vested RSUs: (4)			
10/1/2010 - 10/1/2012	2,684	1,454	Oct. 2012
10/1/2010 - 10/1/2013	3,578	1,293	Oct. 2013

2010 Stock Options (5)

Grant Date	Options Granted	Prorated Amount	Exercisable until:
10/1/2010 - 10/1/2012	4,757	4,757	10/1/2017
10/1/2010 - 10/1/2013	4,757	4,757	10/1/2017
10/1/2010 - 10/1/2014	4,759	4,759	10/1/2017

Treatment of outstanding awards:

- (1) 2009 PRSUs – pro rate on termination date and distribute on original vesting date (October 2012) as adjusted for performance
- (2) 2009 Time RSUs - pro rate on termination date and distribute on original vesting dates (October 2012)
- (3) 2010 PRSUs - pro rate on termination date and distribute on original vesting date (October 2013) subject to holding requirement (7-years from grant date per agreement)
- (4) 2010 Time RSUs - pro rate on termination date and distribute on original vesting date (October 2012 and October 2013) subject to holding requirement (7-years from grant date per agreement)
- (5) Outstanding stock options will be exercisable to the extent described in the Award Agreement and subject to holding requirement (1-year from the date of exercise)