CELANESE CORP

FORM 10-Q
(Quarterly Report)

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Industry	Commodity Chemicals
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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form 10-Q

☑ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the quarterly period ended March 31, 2008

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

(Commission File Number) 001-32410

CELANESE CORPORATION

(Exact Name of Registrant as Specified in its Charter)

Delaware *(State or Other Jurisdiction of Incorporation or Organization)*	**98-0420726** *(I.R.S. Employer Identification No.)*
1601 West LBJ Freeway, Dallas, TX *(Address of Principal Executive Offices)*	**75234-6034** *(Zip Code)*

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

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☑ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definition of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.
Large Accelerated Filer ☑ Accelerated Filer ☐ Non-accelerated Filer ☐ Smaller Reporting Company ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☑

The number of outstanding shares of the registrant's Series A common stock, $0.0001 par value, as of April 18, 2008 was 150,978,631.

CELANESE CORPORATION

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For the Quarterly Period Ended March 31, 2008

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CELANESE CORPORATION AND SUBSIDIARIES

UNAUDITED INTERIM CONSOLIDATED STATEMENTS OF OPERATIONS

	Three Months Ended March 31, 2008	Three Months Ended March 31, 2007
	(in $ millions, except for share and per share data)	
Net sales	1,846	1,555
Cost of sales	(1,428)	(1,196)
Gross profit	418	359
Selling, general and administrative expenses	(136)	(116)
Amortization of intangible assets (primarily customer related)	(19)	(18)
Research and development expenses	(23)	(17)
Other (charges) gains, net	(16)	(1)
Foreign exchange gain, net	7	—
Gain (loss) on disposition of assets, net	3	(1)
Operating profit	234	206
Equity in net earnings of affiliates	10	18
Interest expense	(67)	(72)
Interest income	9	14
Dividend income — cost investments	28	15
Other income (expense), net	4	(10)
Earnings from continuing operations before tax and minority interests	218	171
Income tax provision	(73)	(49)
Earnings from continuing operations before minority interests	145	122
Minority interests	—	—
Earnings from continuing operations	145	122
Earnings from discontinued operations:		
Earnings from operation of discontinued operations	—	43
Gain on disposal of discontinued operations	—	31
Income tax benefit	—	5
Earnings from discontinued operations	—	79
Net earnings	145	201
Cumulative preferred stock dividends	(3)	(2)
Net earnings available to common shareholders	142	199
Earnings per common share — basic:		
Continuing operations	0.93	0.75
Discontinued operations	—	0.50
Net earnings available to common shareholders	0.93	1.25
Earnings per common share — diluted:		
Continuing operations	0.87	0.70
Discontinued operations	—	0.45
Net earnings available to common shareholders	0.87	1.15
Weighted average shares — basic:	151,993,753	159,284,888
Weighted average shares — diluted:	167,306,016	174,442,332

See the accompanying notes to the unaudited interim consolidated financial statements.

CELANESE CORPORATION AND SUBSIDIARIES

UNAUDITED CONSOLIDATED BALANCE SHEETS

	As of March 31, 2008	As of December 31, 2007
	(in $ millions, except share amounts)	
ASSETS		
Current assets:		
Cash and cash equivalents	763	825
Receivables:		
Trade — third party and affiliates (net of allowance for doubtful accounts — 2008: $17; 2007: $18)	1,079	1,009
Other	444	437
Inventories	709	636
Deferred income taxes	69	70
Marketable securities, at fair value	24	46
Other assets	42	40
Total current assets	3,130	3,063
Investments	818	814
Property, plant and equipment (net of accumulated depreciation — 2008: $944; 2007: $838)	2,477	2,362
Deferred income taxes	12	10
Marketable securities, at fair value	222	215
Other assets	309	303
Goodwill	890	866
Intangible assets, net	457	425
Total assets	8,315	8,058
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities:		
Short-term borrowings and current installments of long-term debt — third party and affiliates	253	272
Trade payables — third party and affiliates	822	818
Other liabilities	931	888
Deferred income taxes	30	30
Income taxes payable	48	23
Total current liabilities	2,084	2,031
Long-term debt	3,351	3,284
Deferred income taxes	286	265
Income taxes payable	239	220
Benefit obligations	686	696
Other liabilities	544	495
Minority interests	6	5
Commitments and contingencies		
Shareholders' equity:		
Preferred stock, $0.01 par value, 100,000,000 shares authorized (2008 and 2007: 9,600,000 issued and outstanding)	—	—
Series A common stock, $0.0001 par value, 400,000,000 shares authorized (2008: 163,361,655 issued and 150,941,469 outstanding; 2007: 162,941,287 issued and 152,102,801 outstanding)	—	—
Series B common stock, $0.0001 par value, 100,000,000 shares authorized (2008 and 2007: 0 shares issued and outstanding)	—	—
Treasury stock, at cost — (2008: 12,420,186 shares; 2007: 10,838,486 shares)	(463)	(403)
Additional paid-in capital	483	469
Retained earnings	935	799
Accumulated other comprehensive income (loss), net	164	197
Total shareholders' equity	1,119	1,062
Total liabilities and shareholders' equity	8,315	8,058

See the accompanying notes to the unaudited interim consolidated financial statements.

CELANESE CORPORATION AND SUBSIDIARIES

UNAUDITED INTERIM CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY AND COMPREHENSIVE INCOME (LOSS)

	For the Three Months Ended March 31, 2008	
	Shares Outstanding	**Amount**
	(in $ millions except share data)	
Preferred Stock		
Balance as of the beginning of the period	9,600,000	—
Issuance of preferred stock	—	—
Balance as of the end of the period	9,600,000	—
Series A Common Stock		
Balance as of the beginning of the period	152,102,801	—
Issuance of Series A common stock	—	—
Stock option exercises	420,368	—
Purchases of treasury stock, including related fees	(1,581,700)	—
Balance as of the end of the period	150,941,469	—
Treasury Stock		
Balance as of the beginning of the period	10,838,486	(403)
Purchases of treasury stock, including related fees	1,581,700	(60)
Balance as of the end of the period	12,420,186	(463)
Additional Paid-in Capital		
Balance as of the beginning of the period		469
Indemnification of demerger liability		1
Stock-based compensation		3
Stock option exercises, including related tax benefits		10
Balance as of the end of the period		483
Retained Earnings		
Balance as of the beginning of the period		799
Net earnings		145
Series A common stock dividends		(6)
Preferred stock dividends		(3)
Balance as of the end of the period		935
Accumulated Other Comprehensive Income (Loss), Net		
Balance as of the beginning of the period		197
Unrealized loss on securities		(11)
Foreign currency translation		30
Unrealized loss on interest rate swaps		(51)
Pension and postretirement benefits		(1)
Balance as of the end of the period		164
Total Shareholders' Equity		1,119
Comprehensive Income:		
Net earnings		145
Other comprehensive income (loss), net of tax:		
Unrealized loss on securities		(11)
Foreign currency translation		30
Unrealized loss on interest rate swaps		(51)
Pension and postretirement benefits		(1)
Total comprehensive income		112

See the accompanying notes to the unaudited interim consolidated financial statements.

CELANESE CORPORATION AND SUBSIDIARIES

UNAUDITED INTERIM CONSOLIDATED STATEMENTS OF CASH FLOWS

	Three Months Ended March 31, 2008	2007
	(in $ millions)	
Operating activities:		
Net earnings	145	201
Adjustments to reconcile net earnings to net cash provided by operating activities:		
Other (charges) gains, net of amounts used	8	2
Depreciation, amortization and accretion	86	85
Deferred income taxes, net	20	(34)
Loss (gain) on disposition of assets, net	(4)	(30)
Other, net	41	14
Operating cash used in discontinued operations	(1)	(61)
Changes in operating assets and liabilities:		
Trade receivables — third party and affiliates, net	(34)	6
Inventories	(51)	16
Other assets	(6)	28
Trade payables — third party and affiliates	12	(89)
Other liabilities	(50)	(126)
Net cash provided by operating activities	166	12
Investing activities:		
Capital expenditures on property, plant and equipment	(81)	(49)
Acquisitions and related fees, net of cash acquired	—	(269)
Net proceeds from sale of businesses and assets	2	578
Capital expenditures related to Ticona Kelsterbach plant relocation	(28)	—
Proceeds from sale of marketable securities	114	32
Purchases of marketable securities	(111)	(1)
Changes in restricted cash	—	46
Other, net	(34)	(12)
Net cash provided by (used in) investing activities	(138)	325
Financing activities:		
Short-term borrowings (repayments), net	(50)	(40)
Proceeds from long-term debt	6	11
Repayments of long-term debt	(8)	(1)
Purchases of treasury stock, including related fees	(60)	—
Stock option exercises	7	19
Dividend payments on Series A common stock and preferred stock	(9)	(8)
Other, net	2	2
Net cash used in financing activities	(112)	(17)
Exchange rate effects on cash	22	4
Net increase (decrease) in cash and cash equivalents	(62)	324
Cash and cash equivalents at beginning of period	825	791
Cash and cash equivalents at end of period	763	1,115

See the accompanying notes to the unaudited interim consolidated financial statements.

CELANESE CORPORATION AND SUBSIDIARIES

NOTES TO THE UNAUDITED INTERIM CONSOLIDATED FINANCIAL STATEMENTS

1. Description of the Company and Basis of Presentation

Description of the Company

Celanese Corporation and its subsidiaries (collectively the "Company") is a leading global integrated chemical and advanced materials company. The Company's business involves processing chemical raw materials, such as methanol, carbon monoxide and ethylene, and natural products, including wood pulp, into value-added chemicals, thermoplastic polymers and other chemical-based products.

Basis of Presentation

In this Quarterly Report on Form 10-Q, the term "Celanese US" refers to the Company's subsidiary, Celanese US Holdings LLC, a Delaware limited liability company, and not its subsidiaries. The term "Purchaser" refers to the Company's subsidiary, Celanese Europe Holding GmbH & Co. KG, a German limited partnership, and not its subsidiaries, except where otherwise indicated. The term "Advisor" refers to Blackstone Management Partners, an affiliate of The Blackstone Group. The term "CAG" refers to Celanese GmbH, formerly known as Celanese AG, its consolidated subsidiaries, its non-consolidated subsidiaries, ventures and other investments. With respect to CAG shareholder and similar matters where the context indicates, "CAG" only refers to Celanese GmbH.

The unaudited interim consolidated financial statements for the three months ended March 31, 2008 and 2007 contained in this Quarterly Report were prepared in accordance with accounting principles generally accepted in the United States of America ("US GAAP") for all periods presented. The unaudited interim consolidated financial statements and other financial information included in this Quarterly Report, unless otherwise specified, have been presented to separately show the effects of discontinued operations.

In the opinion of management, the accompanying unaudited consolidated balance sheets and related unaudited interim consolidated statements of operations, cash flows and shareholders' equity and comprehensive income (loss) include all adjustments, consisting only of normal recurring items, necessary for their fair presentation in conformity with US GAAP. Certain information and footnote disclosures normally included in financial statements prepared in accordance with US GAAP have been condensed or omitted in accordance with rules and regulations of the Securities and Exchange Commission ("SEC"). These unaudited interim consolidated financial statements should be read in conjunction with the Celanese Corporation and Subsidiaries consolidated financial statements as of and for the year ended December 31, 2007, as filed on February 29, 2008 with the SEC as part of the Company's Annual Report on Form 10-K (the "2007 Form 10-K").

Operating results for the three months ended March 31, 2008 and 2007 are not necessarily indicative of the results to be expected for the entire year.

Estimates and Assumptions

The preparation of consolidated financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues, expenses and allocated charges during the reporting period. Significant estimates pertain to impairments of goodwill, intangible assets and other long-lived assets, purchase price allocations, restructuring costs and other (charges) gains, net, income taxes, pension and other postretirement benefits, asset retirement obligations, environmental liabilities and loss contingencies, among others. Actual results could differ from those estimates.

Reclassifications

The Company has reclassified certain prior period amounts to conform to the current period's presentation.

2. Domination Agreement

The domination and profit and loss transfer agreement (the "Domination Agreement") was approved at the CAG extraordinary shareholders' meeting on July 31, 2004. The Domination Agreement between CAG and the Purchaser became effective on October 1, 2004 and cannot be terminated by the Purchaser in the ordinary course of business until September 30, 2009. The Company's subsidiaries, Celanese International Holdings Luxembourg S.à r.l. ("CIH"), and Celanese US, have each agreed to provide the Purchaser with financing to strengthen the Purchaser's ability to fulfill its obligations under, or in connection with, the Domination Agreement and to ensure that the Purchaser will perform all of its obligations under, or in connection with, the Domination Agreement when such obligations become due, including, without limitation, the obligation to compensate CAG for any statutory annual loss incurred by CAG during the term of the Domination Agreement. If CIH and/or Celanese US are obligated to make payments under such guarantees or other security to the Purchaser, the Company may not have sufficient funds for payments on its indebtedness when due. The Company has not had to compensate CAG for an annual loss for any period during which the Domination Agreement has been in effect. See additional discussion in the 2007

3. Recent Accounting Pronouncements

In March 2008, the Financial Accounting Standards Board ("FASB") issued Statement of Financial Accounting Standards ("SFAS") No. 161, *Disclosures about Derivative Instruments and Hedging Activities, an amendment of FASB Statement No. 133* ("SFAS No. 161"). SFAS No. 161 requires enhanced disclosures about a company's derivative and hedging activities. These enhanced disclosures will discuss (a) how and why a company uses derivative instruments, (b) how derivative instruments and related hedged items are accounted for under FASB Statement No. 133 and its related interpretations and (c) how derivative instruments and related hedged items affect a company's financial position, results of operations and cash flows. SFAS No. 161 is effective for fiscal years beginning on or after November 15, 2008, with earlier adoption allowed. The Company is currently evaluating the impact of adopting SFAS No. 161.

4. Acquisitions, Ventures and Divestitures

Acquisitions

On January 31, 2007, the Company completed the acquisition of the cellulose acetate flake, tow and film businesses of Acetate Products Limited ("APL"), a subsidiary of Corsadi B.V. The purchase price for the transaction was approximately £57 million ($112 million), in addition to direct acquisition costs of approximately £4 million ($7 million). As contemplated prior to closing of the acquisition, in September 2007, the Company closed the acquired tow production plant at Little Heath, United Kingdom. In accordance with the Company's sponsor services agreement dated January 26, 2005, as amended, the Company paid the Advisor $1 million in connection with the acquisition. The acquired business is included in the Company's Consumer Specialties segment.

On April 6, 2004, the Company acquired 84% of CAG. During 2005, the Company acquired an additional 14% of CAG. As a result of the effective registration of the Squeeze-Out (as defined in Note 11) in the commercial register in Germany in December 2006, the Company acquired the remaining 2% of CAG in January 2007. The Company's current ownership percentage in CAG is 100%.

Ventures

In March 2007, the Company entered into a strategic partnership with Accsys Technologies PLC ("Accsys"), and its subsidiary, Titan Wood, to become the exclusive supplier of acetyl products to Titan Wood's technology licensees for use in wood acetylation. In conjunction with this partnership, in May 2007, the Company acquired 8,115,883 shares of Accsys' common stock representing approximately 5.45% of the total voting shares of Accsys for €22 million ($30 million). The investment is treated as an available-for-sale security and is included as a component of current Marketable securities on the Company's unaudited consolidated balance sheet. In November 2007, the Company and Accsys announced that they agreed to amend their business arrangements so that each company will have a nonexclusive "at-will" trading and supply relationship to give both companies greater flexibility. As part of this amendment, the Company has the ability to sell its common stock ownership in Accsys through an orderly placement of the Company's Accsys shares. As of March 31, 2008, the Company has sold a total of 3,989,162 shares of Accsys' common stock for approximately €11 million ($16 million), which resulted in a gain of less than $1 million.

Divestitures/Discontinued Operations

In connection with the Company's strategy to optimize its portfolio and divest non-core operations, the Company announced on December 13, 2006 its agreement to sell its Acetyl Intermediates segment's oxo products and derivatives businesses, including European Oxo GmbH ("EOXO"), a 50/50 venture between CAG and Degussa AG ("Degussa"), to Advent International, for a purchase price of €480 million ($636 million) subject to final agreement adjustments and the successful exercise of the Company's option to purchase Degussa's 50% interest in EOXO. On February 23, 2007, the option was exercised and the Company acquired Degussa's interest in the venture for a purchase price of €30 million ($39 million), in addition to €22 million ($29 million) paid to extinguish EOXO's debt upon closing of the transaction. The Company completed the sale of its oxo products and derivatives businesses, including the acquired 50% interest in EOXO, on February 28, 2007. The sale included the oxo and derivatives businesses at the Oberhausen, Germany, and Bay City, Texas facilities as well as portions of its Bishop, Texas facility. Also included were EOXO's facilities within the Oberhausen and Marl, Germany plants. The former oxo and derivatives businesses acquired by Advent International was renamed Oxea. Taking into account agreed deductions by the buyer for pension and other employee benefits and various costs for separation activities, the Company received proceeds of approximately €443 million ($585 million) at closing. The transaction resulted in the recognition of a $47 million pre-tax gain, which includes certain working capital and other adjustments, in 2007. Due to certain lease-back arrangements between the Company and the buyer and related environmental obligations of the Company, approximately $51 million of the transaction proceeds attributable to the fair value of the underlying land at Bay City ($1 million) and Oberhausen (€36 million) is included in deferred proceeds in long-term Other liabilities, and divested land with a book value of $14 million (€10 million at Oberhausen and $1 million at Bay City) remains on the Company's unaudited consolidated balance sheet.

Third party sales of $5 million for the three months ended March 31, 2007 would have been eliminated upon consolidation were the divestiture not accounted for as a discontinued operation.

In accordance with the Company's sponsor services agreement dated January 26, 2005, as amended, the Company paid the Advisor $6 million in connection with the sale of the oxo products and derivatives businesses.

There were no sales and gross profit for discontinued operations for the three months ended March 31, 2008. Net sales and gross profit for discontinued operations for the three months ended March 31, 2007 were $191 million and $142 million, respectively.

Asset Sale

In July 2007, the Company reached an agreement with Babcock & Brown, a worldwide investment firm, which specializes in real estate and utilities development, to sell the Company's Pampa, Texas, facility. The Company will maintain its chemical operations at the site until at least 2009. Proceeds received upon certain milestone events will be treated as deferred proceeds and included in long-term Other liabilities until the transaction is complete (expected to be in 2010), as defined in the sales agreement.

Cost Method Investments

In February 2007, the Company wrote-off its remaining €1 million ($1 million) cost investment in European Pipeline Development Company B.V. ("EPDC") and expensed €7 million ($9 million) associated with contingent liabilities that became payable due to the Company's decision to exit the pipeline development project. The investment in EPDC related to the construction of a pipeline system, solely dedicated to the transportation of propylene, which was to connect Rotterdam via Antwerp, Netherlands, with the Company's Oberhausen and Marl production facilities in Germany. However, on February 15, 2007, EPDC shareholders voted to cease the pipeline project as originally envisaged and go into liquidation. The Company was a 12.5% shareholder of EPDC.

5. Inventories

	As of March 31, 2008	As of December 31, 2007
	(in $ millions)	
Finished goods	552	500
Work-in-process	30	29
Raw materials and supplies	127	107
Total inventories	709	636

6. Goodwill and Intangible Assets, Net

Goodwill

	Advanced Engineered Materials	Consumer Specialties	Industrial Specialties	Acetyl Intermediates	Total
			(in $ millions)		
As of December 31, 2007	277	264	47	278	866
Adjustments to pre-acquisition tax valuation allowances	(5)	(7)	—	(4)	(16)
Exchange rate changes	12	8	2	18	40
As of March 31, 2008	284	265	49	292	890

Other Intangible Assets, Net

	Licenses	Trademarks and Tradenames	Customer Relationships	Developed Technology	Other	Total
			(in $ millions)			
Gross Asset Value						
As of December 31, 2007	—	85	562	12	12	671
Additions [1]	28	—	—	—	—	28
Exchange rate changes	—	3	34	1	—	38
As of March 31, 2008	28	88	596	13	12	737
Accumulated Amortization						
As of December 31, 2007	—	—	(228)	(9)	(9)	(246)
Current period amortization	—	—	(18)	—	(1)	(19)
Exchange rate changes	—	—	(15)	—	—	(15)
As of March 31, 2008	—	—	(261)	(9)	(10)	(280)
Net book value as of March 31, 2008	28	88	335	4	2	457

[1] Acquisition of a sole and exclusive license to patents and patent applications related to acetic acid.

Aggregate amortization expense for intangible assets with finite lives during the three months ended March 31, 2008 and 2007 totaled $19 million and $18 million, respectively.

7. Debt

	As of March 31, 2008	As of December 31, 2007
	(in $ millions)	
Short-term borrowings and current installments of long-term debt — third party and affiliates		
Current installments of long-term debt	61	44
Short-term borrowings, principally comprised of amounts due to affiliates	192	228
Total short-term borrowings and current installments of long-term debt — third party and affiliates	253	272
Long-term debt		
Senior Credit Facilities: Term Loan facility due 2014	2,891	2,855
Term notes 7.125%, due 2009	14	14
Pollution control and industrial revenue bonds, interest rates ranging from 5.7% to 6.7%, due at various dates through 2030	181	181
Obligations under capital leases and other secured borrowings due at various dates through 2023	146	110
Other bank obligations, interest rates ranging from 5.9% to 7.1%, due at various dates through 2014	180	168
Subtotal	3,412	3,328
Less: Current installments of long-term debt	61	44
Total long-term debt	3,351	3,284

Senior Credit Facility

The Company's senior credit agreement consists of $2,280 million of US dollar-denominated and €400 million of Euro-denominated term loans due 2014, a $650 million revolving credit facility terminating in 2013 and a $228 million credit-linked revolving facility terminating in 2014. Borrowings under the senior credit agreement bear interest at a variable interest rate based on LIBOR (for US dollars) or EURIBOR (for Euros), as applicable, or, for US dollar-denominated loans under certain circumstances, a base rate, in each case plus an applicable margin. The applicable margin for the term loans and any loans under the credit-linked revolving facility is 1.75%, subject to potential reductions as defined in the senior credit agreement. As of March 31, 2008, the applicable margin was 1.5% and continues to be subject to potential adjustments as defined in the senior credit agreement. The term loans under the senior credit agreement are subject to amortization at 1% of the initial principal amount per annum, payable quarterly, commencing in July 2007. The remaining principal amount of the term loans is due on April 2, 2014.

As of March 31, 2008, there were $129 million of letters of credit issued under the credit-linked revolving facility and $99 million remained available for borrowing. As of March 31, 2008, there were no outstanding borrowings or letters of credit issued under the revolving credit facility; accordingly, $650 million remained available for borrowing.

The senior credit agreement is guaranteed by Celanese Holdings LLC and certain domestic subsidiaries of Celanese US, and is secured by a lien on substantially all assets of Celanese US and such guarantors, subject to certain agreed exceptions, pursuant to the Guarantee and Collateral Agreement, dated as of April 2, 2007, by and among Celanese Holdings LLC, Celanese US, certain subsidiaries of Celanese US and Deutsche Bank AG, New York Branch, as Administrative Agent and as Collateral Agent.

The Company is in compliance with all of the covenants related to its debt agreements as of March 31, 2008.

Interest Rate Risk Management

To reduce the interest rate risk inherent in the Company's variable rate debt, the Company utilizes interest rate swap agreements to convert a portion of the variable rate debt to a fixed rate obligation. These interest rate swap agreements are designated as cash flow hedges. In March 2007, the Company entered into various US dollar and Euro interest rate swap agreements, which became effective on April 2, 2007, with notional amounts of $1.6 billion and €150 million, respectively. Effective January 2, 2008, the notional amount of the existing $1.6 billion US dollar swap decreased by $400 million. On November 16, 2007, the Company entered into an additional US dollar interest rate swap with a notional amount of $400 million, which became effective on January 2, 2008.

8. Other Liabilities

The components of current Other liabilities are as follows:

	As of March 31, 2008	As of December 31, 2007
	(in $ millions)	
Salaries and benefits	131	168
Environmental	19	19
Restructuring	38	40
Insurance	39	41
Sorbates litigation	183	170
Asset retirement obligations	14	16
Derivatives	216	129
Other	291	305
Total current Other liabilities	931	888

The components of long-term Other liabilities are as follows:

	As of March 31, 2008	As of December 31, 2007
	(in $ millions)	
Environmental	92	96
Insurance	87	78
Deferred revenue	68	71
Deferred proceeds (see Notes 4 and 17)	100	93
Asset retirement obligations	32	31
Derivatives	61	37
Other	104	89
Total long-term Other liabilities	544	495

9. Benefit Obligations

The components of net periodic benefit costs recognized are as follows:

	Pension Benefits Three Months Ended March 31,		Postretirement Benefits Three Months Ended March 31,	
	2008	2007	2008	2007
	(in $ millions)			
Components of net periodic benefit cost				
Service cost	7	9	—	—
Interest cost	42	44	4	5
Expected return on plan assets	(47)	(50)	—	—
Recognized actuarial (gain) loss	—	—	(1)	—
Net periodic benefit cost	2	3	3	5

The Company expects to contribute $40 million to its defined benefit pension plans in 2008. As of March 31, 2008, $8 million of contributions have been made. The Company's estimates of its US defined benefit pension plan contributions reflect the provisions of the Pension Funding Equity Act of 2004 and the Pension Protection Act of 2006.

The Company expects to make benefit payments of $34 million under the provisions of its other postretirement benefit plans in 2008. As of March 31, 2008, $8 million of benefit payments have been made.

The Company participates in multiemployer defined benefit plans in Europe covering certain employees. The Company's contributions to the multiemployer defined benefit plans are based on specified percentages of employee contributions and aggregate $2 million and $2 million for the three months ended March 31, 2008 and 2007, respectively.

As a result of the sale of the oxo products and derivatives businesses in February 2007 (see Note 4), there was a reduction of approximately 1,076 employees triggering a settlement and remeasurement of the affected pension plans due to certain changes in actuarial valuation assumptions. The settlement and remeasurement resulted in a net increase in the projected benefit obligation of $44 million with an offset to Accumulated other comprehensive income (loss), net (net of tax of $1 million) and a settlement gain of $11 million (included in Gain on disposal of discontinued operations) for the pension plan during the three months ended March 31, 2007.

10. Shareholders' Equity

On February 8, 2008, the Company's Board of Directors authorized the repurchase of up to $400 million of the Company's Series A common stock. The authorization gives management discretion in determining the conditions under which shares may be repurchased. During the three months ended March 31, 2008, the Company repurchased 1,581,700 shares of its Series A common stock at an average purchase price of $37.91 per share for a total of approximately $60 million pursuant to this authorization.

Purchases of treasury stock reduce the number of shares outstanding and the repurchased shares may be used by the Company for compensation programs utilizing the Company's stock and other corporate purposes. The Company accounts for treasury stock using the cost method and includes treasury stock as a component of Shareholders' equity.

Other Comprehensive Income (Loss)

Other comprehensive income (loss) totaled $(33) million and $(40) million, respectively, for the three months ended March 31, 2008 and 2007. These amounts were net of tax benefit of $0 million and $1 million, respectively, for the three months ended March 31, 2008 and 2007.

11. Commitments and Contingencies

The Company is involved in a number of legal proceedings, lawsuits and claims incidental to the normal conduct of business, relating to such matters as product liability, antitrust, past waste disposal practices and release of chemicals into the environment. While it is impossible at this time to determine with certainty the ultimate outcome of these proceedings, lawsuits and claims, the Company believes, based on the advice of legal counsel, that adequate provisions have been made although the ultimate outcomes may have a material adverse effect on the financial position, results of operations or cash flows in any given accounting period.

The following disclosure should be read in conjunction with the 2007 Form 10-K.

Plumbing Actions

As of both March 31, 2008 and December 31, 2007, the Company has remaining accruals of $65 million for cases related to the plumbing actions, of which $3 million is included in current Other liabilities. The Company believes that the plumbing actions are adequately provided for in the Company's consolidated financial statements and that the plumbing actions will not have a material adverse effect on its financial position. However, if the Company were to incur an additional charge for this matter, such a charge would not be expected to have a material adverse effect on its financial position, but may have a material adverse effect on the Company's results of operations or cash flows in any given accounting period. The Company continuously monitors this matter and assesses the adequacy of this reserve. The Company has reached final settlements with CNA Holdings' insurers for their responsibility related to these claims.

Plumbing Insurance Indemnifications

CAG entered into agreements with insurance companies related to product liability settlements associated with Celcon ® plumbing claims. These agreements, except those with insolvent insurance companies, require the Company to indemnify and/or defend these insurance companies in the event that third parties seek additional monies for matters released in these agreements. The indemnifications in these agreements do not provide for time limitations.

In certain of the agreements, CAG received a fixed settlement amount. The indemnities under these agreements generally are limited to, but in some cases are greater than, the amount received in settlement from the insurance company. The maximum exposure under these indemnifications is $95 million. Other settlement agreements have no stated limits.

There are other agreements whereby the settling insurer agreed to pay a fixed percentage of claims that relate to that insurer's policies. The Company has provided indemnifications to the insurers for amounts paid in excess of the settlement percentage. These indemnifications do not provide for monetary or time limitations.

The Company has reserves associated with these product liability claims.

Sorbates Antitrust Actions

Based on the advice of external counsel and a review of the existing facts and circumstances relating to the sorbates antitrust matters, including the status of government investigations, as well as civil claims filed and settled, the Company has remaining accruals as of March 31, 2008 of $183 million, included in current Other liabilities. As of December 31, 2007, the accrual was $170 million. The change in the accrual amounts is primarily due to fluctuations in the currency exchange rate between the US dollar and the Euro. Although the outcome of this matter cannot be predicted with certainty, the Company's best estimate of the range of possible additional future losses and fines (in excess of amounts already accrued), including any that may result from the above noted governmental proceedings, as of March 31, 2008 is between $0 and $9 million. The estimated range of such possible future losses is based on the advice of external counsel taking into consideration potential fines and claims, both civil and criminal that may be imposed or made in other jurisdictions.

Pursuant to the Demerger Agreement with Hoechst AG ("Hoechst"), CAG was assigned the obligation related to the sorbates antitrust matter. However, Hoechst, and its legal successors, agreed to indemnify CAG for 80% of any costs CAG may incur relative to this matter. Accordingly, CAG has recognized a receivable from Hoechst and a corresponding contribution of capital, net of tax, from this indemnification. As of March 31, 2008 and December 31, 2007, the Company has receivables, recorded within current Other assets, relating to the sorbates indemnification from Hoechst totaling $147 million and $137 million, respectively.

Shareholder Litigation

Several minority shareholders of CAG initiated special award proceedings seeking the court's review of the amounts of the fair cash compensation and of the guaranteed annual payment offered under the Domination Agreement. On March 14, 2005, the Frankfurt District Court dismissed on grounds of inadmissibility the motions of all minority shareholders regarding the initiation of these special award proceedings. In January 2006, the Frankfurt Higher District Court ruled on appeal that the claims were admissible, and the proceedings would therefore continue in the lower court. On December 12, 2006, the Frankfurt District Court appointed an expert to help determine the value of CAG. In the first quarter of 2007, certain minority shareholders that received €66.99 per share as fair cash compensation also filed award proceedings challenging the amount they received as fair cash compensation.

As a result of the special proceedings discussed above, amounts paid as fair cash compensation to certain minority shareholders of CAG could be increased by the court such that minority shareholders could be awarded amounts in excess of the fair cash compensation they have previously received.

Guarantees

The Company has agreed to guarantee or indemnify third parties for environmental and other liabilities pursuant to a variety of agreements, including asset and business divestiture agreements, leases, settlement agreements, and various agreements with affiliated companies. Although many of these obligations contain monetary and/or time limitations, others do not provide such limitations.

The Company has accrued for all probable and reasonably estimable losses associated with all known matters or claims that have been brought to its attention.

These known obligations include the following:

Demerger Obligations

The Company has obligations to indemnify Hoechst, and its legal successors, for various liabilities under the Demerger Agreement as follows:

- The Company agreed to indemnify Hoechst, and its legal successors, for environmental liabilities associated with contamination arising under 19 divestiture agreements entered into by Hoechst prior to the demerger.

The Company's obligation to indemnify Hoechst, and its legal successors, is subject to the following thresholds:

- The Company will indemnify Hoechst, and its legal successors, against those liabilities up to €250 million;
- Hoechst, and its legal successors, will bear those liabilities exceeding €250 million, however the Company will reimburse Hoechst, and its legal successors, for one-third of those liabilities for amounts that exceed €750 million in the aggregate.

The aggregate maximum amount of environmental indemnifications under the remaining divestiture agreements that provide for monetary limits is approximately €750 million. Three of the divested agreements do not provide for monetary limits.

Based on the estimate of the probability of loss under this indemnification, the Company has environmental reserves recorded in long-term Other liabilities of $27 million and $27 million as of March 31, 2008 and December 31, 2007, respectively, for this contingency. Where the Company is unable to reasonably determine the probability of loss or estimate such loss under an indemnification, the Company has not recognized any related liabilities (see Note 18).

The Company has also undertaken in the Demerger Agreement to indemnify Hoechst, and its legal successors, to the extent that Hoechst is required to discharge liabilities, including tax liabilities, associated with businesses that were included in the demerger where such liabilities were not demerged, due to legal restrictions on the transfers of such items. These indemnities do not provide for any monetary or time limitations. The Company has not provided for any reserves associated with this indemnification. The Company has not made any payments to Hoechst, and its legal successors, during the three months ended March 31, 2008 and 2007, respectively, in connection with this indemnification.

Divestiture Obligations

The Company and its predecessor companies agreed to indemnify third-party purchasers of former businesses and assets for various pre-closing conditions, as well as for breaches of representations, warranties and covenants. Such liabilities also include environmental liability, product liability, antitrust and other liabilities. These indemnifications and guarantees represent standard contractual terms associated with typical divestiture agreements and, other than environmental liabilities, the Company does not believe that they expose the Company to any significant risk.

The Company has divested numerous businesses, investments and facilities, through agreements containing indemnifications or guarantees to the purchasers. Many of the obligations contain monetary and/or time limitations, ranging from one year to thirty years. The aggregate amount of guarantees provided for under these agreements is approximately $2.5 billion as of March 31, 2008. Other agreements do not provide for any monetary or time limitations.

Based on historical claims experience and its knowledge of the sites and businesses involved, the Company believes that it is adequately reserved for these matters. As of March 31, 2008 and December 31, 2007, the Company has environmental reserves recorded in long-term Other liabilities in the aggregate of $25 million and $27 million, respectively, for these matters.

Polyester Staple Antitrust Litigation

CNA Holdings, the successor in interest to Hoechst Celanese Corporation ("HCC"), Celanese Americas Corporation and CAG (collectively, the "Celanese Entities") and Hoechst, the former parent of HCC, were named as defendants in two actions (involving 25 individual participants) filed in September 2006 by US purchasers of polyester staple fibers manufactured and sold by HCC. The actions allege that the defendants participated in a conspiracy to fix prices, rig bids and allocate customers of polyester staple sold in the United States. These actions were consolidated for pre-trial discovery by a Multi-District Litigation Panel in the United States District Court for the Western District of North Carolina and are styled *In re Polyester Staple Antitrust Litigation* , MDL 1516. Already pending in that consolidated proceeding were five other actions commenced by five other alleged US purchasers of polyester staple fibers manufactured and sold by the Celanese Entities, which also allege the defendants' participation in the conspiracy. The Company's motions for summary judgment related to these cases were denied in April 2008. Mandatory mediation is set for May 13, 2008 and a trial is scheduled for June 2, 2008.

In 1998, HCC sold its polyester staple business as part of its sale of its Film & Fibers Division to KoSa, Inc. In a complaint now pending against the Celanese Entities and Hoechst in the United States District Court for the Southern District of New York, Koch Industries, Inc., KoSa B.V. ("KoSa"), Arteva Specialties, S.à r.l. ("Arteva Specialties") and Arteva Services, S.à r.l. seek, among other things, indemnification under the asset purchase agreement pursuant to which KoSa and Arteva Specialties agreed to purchase the defendants' polyester business for all damages related to the defendants' participation in, and failure to disclose, the alleged conspiracy, or alternatively, rescission of the agreement. No trial date has been set for this case.

The Company does not believe that the Celanese Entities engaged in any conduct that should result in liability in these actions. However, the outcome of the foregoing actions cannot be predicted with certainty.

Other Obligations

The Company is secondarily liable under a lease agreement which the Company assigned to a third party. The lease expires on April 30, 2012. The lease liability for the period from April 1, 2008 to April 30, 2012 is estimated to be approximately $32 million.

The Company has agreed to indemnify various insurance carriers, for amounts not in excess of the settlements received, from claims made against these carriers subsequent to such settlement. The aggregate amount of guarantees under these settlements, which is unlimited in term, is approximately $10 million.

As indemnification obligations often depend on the occurrence of unpredictable future events, the future costs associated with them cannot be determined at this time.

Other Matters

As of March 31, 2008, Celanese Ltd. and/or CNA Holdings, Inc., both US subsidiaries of the Company, are defendants in approximately 631 asbestos cases. During the three months ended March 31, 2008, 27 new cases were filed against the Company, 24 cases were resolved and two cases were added to the count after further analysis by outside counsel. Because many of these cases involve numerous plaintiffs, the Company is subject to claims significantly in excess of the number of actual cases. The Company has reserves for defense costs related to claims arising from these matters. The Company believes that there is not significant exposure related to these matters.

12. Fair Value Measurements

On January 1, 2008, the Company adopted the provisions of SFAS No. 157, *Fair Value Measurements* ("SFAS No. 157") for financial assets and liabilities. SFAS No. 157 became effective for financial assets and liabilities on January 1, 2008. On January 1, 2009, the Company will apply the provisions of SFAS No. 157 for non-recurring fair value measurements of non-financial assets and liabilities, such as goodwill, indefinite-lived intangible assets, property, plant and equipment and asset retirement obligations. SFAS No. 157 defines fair value, thereby eliminating inconsistencies in guidance found in various prior accounting pronouncements, and increases disclosures surrounding fair value calculations.

SFAS No. 157 establishes a three-tiered fair value hierarchy that prioritizes inputs to valuation techniques used in fair value calculations. The three levels of inputs are defined as follows:

Level 1 —unadjusted quoted prices for identical assets or liabilities in active markets accessible by the Company

Level 2 —inputs that are observable in the marketplace other than those inputs classified as Level 1

Level 3 —inputs that are unobservable in the marketplace and significant to the valuation

SFAS No. 157 requires the Company to maximize the use of observable inputs and minimize the use of unobservable inputs. If a financial instrument uses inputs that fall in different levels of the hierarchy, the instrument will be categorized based upon the lowest level of input that is significant to the fair value calculation.

The Company's financial assets and liabilities measured at fair value on a recurring basis include securities available for sale and derivative financial instruments. Securities available for sale include US government and corporate bonds, mortgage-backed securities and equity securities. Derivative financial instruments include interest rate swaps and foreign currency forwards and swaps.

Marketable Securities. Where possible, the Company utilizes quoted market prices to measure debt and equity securities; such items are classified as Level 1 in the hierarchy and include equity securities and US government bonds. When quoted market prices for identical assets are unavailable, varying valuation techniques are used. Common inputs in valuing these assets include, among others, benchmark yields, issuer spreads, forward mortgage-backed securities trade prices and recently reported trades. Such assets are classified as Level 2 in the hierarchy and typically include mortgage-backed securities, corporate bonds and other US government securities.

Derivatives. Derivative financial instruments are valued in the market using discounted cash flow techniques. These techniques incorporate Level 1 and Level 2 inputs such as interest rates and foreign currency exchange rates. These market inputs are utilized in the discounted cash flow calculation considering the instrument's term, notional amount, discount rate and credit risk. Significant inputs to the derivative valuation for interest rate swaps and foreign currency forwards and swaps are observable in the active markets and are classified as Level 2 in the hierarchy.

The following fair value hierarchy table presents information about the Company's assets and liabilities measured at fair value on a recurring basis:

	Fair Value Measurement as of March 31, 2008 Using		
	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	As of March 31, 2008
		(in $ millions)	
Assets			
Marketable securities	109	137	246
Derivatives (included in current Other assets)	—	18	18
Total assets	109	155	264
Liabilities			
Current derivatives (included in current Other liabilities)	—	216	216
Long-term derivatives (included in long-term Other liabilities)	—	61	61
Total liabilities	—	277	277

13. Other (Charges) Gains, Net

The components of Other (charges) gains, net are as follows:

	Three Months Ended March 31,	
	2008	2007
	(in $ millions)	
Employee termination benefits	(7)	—
Plant/office closures	(7)	—
Ticona Kelsterbach plant relocation (see Note 17)	(2)	—
Other	—	(1)
Total Other (charges) gains, net	(16)	(1)

Employee termination benefits relate primarily to the Company's continued strategy to simplify and optimize its business portfolio. Plant/office closures includes accelerated depreciation expense primarily related to the planned shutdown of the Company's Pampa, Texas plant.

Employee termination benefits recorded as Other (charges) gains, net are recorded as additions to the restructuring reserves. The changes in the restructuring reserves from December 31, 2007 through March 31, 2008 are as follows:

	(in $ millions)
Restructuring reserves as of December 31, 2007	45
Additions	7
Cash payments	(12)
Restructuring reserves as of March 31, 2008	40

Included in the restructuring reserves are $2 million and $5 million as of March 31, 2008 and December 31, 2007, respectively, of reserves recorded in long-term Other liabilities.

14. Income Taxes

The Company's effective income tax rate for the three months ended March 31, 2008 was 33% compared to 29% for the three months ended March 31, 2007. The effective income tax rate increased over the period ended March 31, 2007 primarily due to the US income tax effect on increased foreign earnings and dividends and an increase to FASB Interpretation 48, *Accounting for Uncertainty in Income Taxes — an interpretation of FASB Statement No. 109*, ("FIN 48") liabilities for unrecognized tax benefits and related interest. This increase was partially offset by earnings in lower tax jurisdictions.

FIN 48 liabilities for unrecognized tax benefits and related interest and penalties are recorded as long-term Income taxes payable.

15. Business Segments

	Advanced Engineered Materials	Consumer Specialties	Industrial Specialties	Acetyl Intermediates	Other Activities	Eliminations	Consolidated
				(in $ millions)			
As of and for the three months ended March 31, 2008							
Net sales	294	282	365	1,096[1]	—	(191)	1,846
Earnings (loss) from continuing operations before tax and minority interests	39	50	17	206	(94)	—	218
Depreciation and amortization	20	14	14	32	3	—	83
Capital expenditures [2]	13	10	11	24	3	—	61
Total assets	1,876	1,178	1,055	2,769	1,437	—	8,315
For the three months ended March 31, 2007							
Net sales	262	269	346	839[1]	1	(162)	1,555
Earnings (loss) from continuing operations before tax and minority interests	50	47	12	136	(74)	—	171
Depreciation and amortization	17	11	14	24	2	—	68
Capital expenditures	6	9	3	29	2	—	49
Total assets as of December 31, 2007	1,751	1,157	995	2,530	1,625	—	8,058

(1) Includes $191 million and $162 million of inter-segment sales eliminated in consolidation for the three months ended March 31, 2008 and 2007, respectively.

(2) Includes decrease in accrued capital expenditures of $20 million.

16. Earnings Per Share

	Three Months Ended March 31,			
	2008		2007	
	Basic	Diluted	Basic	Diluted
	(in $ millions, except for share and per share data)			
Income from continuing operations	145	145	122	122
Income from discontinued operations	—	—	79	79
Net earnings	145	145	201	201
Less: cumulative preferred stock dividends	(3)	—	(2)	—
Earnings available to common shareholders	142	145	199	201
Weighted-average shares — basic	151,993,753	151,993,753	159,284,888	159,284,888
Dilutive stock options	—	2,780,077	—	3,116,731
Dilutive restricted stock	—	483,080	—	—
Assumed conversion of preferred stock	—	12,049,106	—	12,040,713
Weighted-average shares — diluted	151,993,753	167,306,016	159,284,888	174,442,332
Per share:				
Income from continuing operations	0.93	0.87	0.75	0.70
Income from discontinued operations	—	—	0.50	0.45
Net earnings	0.93	0.87	1.25	1.15

17. Ticona Kelsterbach Plant Relocation

In 2007, the Company finalized a settlement agreement with the Frankfurt, Germany, Airport ("Fraport") to relocate the Kelsterbach, Germany business, resolving several years of legal disputes related to the planned Frankfurt airport expansion. As a result of the settlement, the Company will transition Ticona's operations from Kelsterbach to the Hoechst Industrial Park in the Rhine Main area in Germany by mid-2011. Over a five-year period, Fraport will pay Ticona a total of €670 million to offset the costs associated with the transition of the business from its current location and the closure of the Kelsterbach plant. The amount received from Fraport has been accounted for as deferred proceeds and is included in long-term Other liabilities in the unaudited consolidated balance sheets as of March 31, 2008 and December 31, 2007.

Below is a summary of the financial statement impact associated with the Ticona Kelsterbach plant relocation:

	Three Months Ended March 31,		Total From Inception Through March 31, 2008
	2008	2007	
	(in $ millions)		
Proceeds received from Fraport	—	—	26
Costs expensed	2	—	7
Costs capitalized	21 (1)	—	61

(1) Includes decrease in accrued capital expenditures of $7 million.

18. Environmental

General — The Company is subject to environmental laws and regulations worldwide which impose limitations on the discharge of pollutants into the air and water and establish standards for the treatment, storage and disposal of solid and hazardous wastes. The Company believes that it is in substantial compliance with all applicable environmental laws and regulations. The Company is also subject to retained environmental obligations specified in various contractual agreements arising from divestiture of certain businesses by the Company or one of its predecessor companies. The Company's environmental reserves for remediation matters were $111 million and $115 million as of March 31, 2008 and December 31, 2007, respectively.

Remediation — Due to its industrial history and through retained contractual and legal obligations, the Company has the obligation to remediate specific areas on its own sites as well as on divested, orphan or US Superfund sites. In addition, as part of the demerger agreement between the Company and Hoechst, a specified portion of the responsibility for environmental liabilities from a number of Hoechst divestitures was transferred to the Company. The Company provides for such obligations when the event of loss is probable and reasonably estimable. The Company believes that environmental remediation costs will not have a material adverse effect on the financial position of the Company, but may have a material adverse effect on the results of operations or cash flows in any given accounting period.

US Superfund Sites — In the US, the Company may be subject to substantial claims brought by US federal or state regulatory agencies or private individuals pursuant to statutory authority or common law. In particular, the Company has a potential liability under the US Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, and related state laws (collectively referred to as "Superfund") for investigation and cleanup costs at approximately 50 sites. At most of these sites, numerous companies, including certain companies comprising the Company, or one of its predecessor companies, have been notified that the Environmental Protection Agency, state governing bodies or private individuals consider such companies to be potentially responsible parties ("PRP") under Superfund or related laws. The proceedings relating to these sites are in various stages. The cleanup process has not been completed at most sites and the status of the insurance coverage for most of these proceedings is uncertain. Consequently, the Company cannot determine accurately its ultimate liability for investigation or cleanup costs at these sites. As of both March 31, 2008 and December 31, 2007, the Company had provisions totaling $13 million for US Superfund sites.

As events progress at each site for which it has been named a PRP, the Company accrues, as appropriate, a liability for site cleanup. Such liabilities include all costs that are probable and can be reasonably estimated. In establishing these liabilities, the Company considers its shipment of waste to a site, its percentage of total waste shipped to the site, the types of wastes involved, the conclusions of any studies, the magnitude of any remedial actions that may be necessary and the number and viability of other PRPs. Often the Company joins with other PRPs to sign joint defense agreements that settle, among PRPs, each party's percentage allocation of costs at the site. Although the ultimate liability may differ from the estimate, the Company routinely reviews the liabilities and revises the estimate, as appropriate, based on the most current information available.

Additional information relating to environmental remediation activity is contained in the footnotes to the Company's consolidated financial statements included in the 2007 Form 10-K.

19. Subsequent Events

On April 4, 2008, the Company declared a cash dividend on its 4.25% convertible perpetual preferred stock amounting to approximately $2 million and a cash dividend of $0.04 per share on its Series A common stock amounting to approximately $6 million. Both cash dividends are for the period February 1, 2008 to April 30, 2008 and will be paid on May 1, 2008 to holders of record as of April 15, 2008.

In April 2008, the Company sold 1,375,573 shares of Accsys' common stock for approximately €3 million ($4 million), which resulted in a loss of approximately $1 million (see Note 4).

On April 16, 2008, the Company announced that it intends to permanently shut down its emulsions production site at Koper, Slovenia, pending approval by the shareholders of the local legal entity, which is expected in May 2008. The decision to shut down the site will result in the separation of employees located at the site. The Company will provide assistance to all employees affected by the shutdown, in compliance with legal requirements, and will assess the feasibility to transfer many of the products to its other sites in order to continue to support customers and minimize the impact to them. The Company does not expect the shut down of the site to have a material adverse effect on its results of operations or cash flows.

Item 2. ***Management's Discussion and Analysis of Financial Condition and Results of Operations***

In this Quarterly Report on Form 10-Q, the term "Celanese" refers to Celanese Corporation, a Delaware corporation, and not its subsidiaries. The terms the "Company," "we," "our" and "us," refer to Celanese and its subsidiaries on a consolidated basis. The term "Celanese US" refers to our subsidiary, Celanese US Holdings LLC, a Delaware limited liability company, formally known as BCP Crystal US Holdings Corp., a Delaware corporation, and not its subsidiaries. The term "Purchaser" refers to our subsidiary, Celanese Europe Holding GmbH & Co. KG, formerly known as BCP Crystal Acquisition GmbH & Co. KG, a German limited partnership, and not its subsidiaries, except where otherwise indicated.

Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A") and other parts of this Quarterly Report on Form 10-Q contain certain forward-looking statements and information relating to us that are based on the beliefs of our management as well as assumptions made by, and information currently available to, us. When used in this document, words such as "anticipate," "believe," "estimate," "expect," "intend," "plan" and "project" and similar expressions, as they relate to us are intended to identify forward-looking statements. These statements reflect our current views with respect to future events, are not guarantees of future performance and involve risks and uncertainties that are difficult to predict. Further, certain forward-looking statements are based upon assumptions as to future events that may not prove to be accurate. Factors that might cause such differences include, but are not limited to, those discussed in the subsection entitled "Factors That May Affect Future Results and Financial Condition" below. The following discussion should be read in conjunction with our 2007 Form 10-K filed with the Securities and Exchange Commission ("SEC") on February 29, 2008 and the unaudited interim consolidated financial statements and notes thereto included elsewhere in this Quarterly Report on Form 10-Q. We assume no obligation to revise or update any forward-looking statements for any reason, except as required by law.

Overview

We are a leading global integrated producer of chemicals and advanced materials. We are one of the world's largest producers of acetyl products, which are intermediate chemicals for nearly all major industries, as well as a leading global producer of high-performance engineered polymers that are used in a variety of high-value end-use applications. As an industry leader, we hold geographically balanced global positions and participate in diversified end-use markets. Our operations are primarily located in North America, Europe and Asia. We combine a demonstrated track record of execution, strong performance built on shared principles and objectives, and a clear focus on growth and value creation.

Results of Operations

Financial Highlights

	Three Months Ended March 31,			
	2008	% of Net Sales	2007	% of Net Sales
	(unaudited) (in $ millions, except for percentages)			
Statement of Operations Data:				
Net sales	1,846	100.0	1,555	100.0
Gross profit	418	22.6	359	23.1
Selling, general and administrative expenses	(136)	(7.4)	(116)	(7.5)
Other (charges) gains, net	(16)	(0.9)	(1)	(0.1)
Operating profit	234	12.7	206	13.2
Equity in net earnings of affiliates	10	0.5	18	1.2
Interest expense	(67)	(3.6)	(72)	(4.6)
Dividend income — cost investments	28	1.5	15	1.0
Earnings from continuing operations before tax and minority interests	218	11.8	171	11.0
Earnings from continuing operations	145	7.9	122	7.8
Earnings from discontinued operations	—	—	79	5.1
Net earnings	145	7.9	201	12.9
Other Data:				
Depreciation and amortization	83	4.5	68	4.4

	As of March 31, 2008	As of December 31, 2007
	(unaudited) (in $ millions)	
Balance Sheet Data:		
Short-term borrowings and current installments of long-term debt — third party and affiliates	253	272
Plus: Long-term debt	3,351	3,284
Total debt	3,604	3,556

Summary of Consolidated Results for the Three Months Ended March 31, 2008 compared to the Three Months Ended March 31, 2007

Net Sales

Net sales for the three months ended March 31, 2008 increased 19% compared to the same period in 2007. Higher prices and favorable foreign currency impacts (primarily related to the Euro across all segments) increased net sales 12% and 7%, respectively. Higher prices were primarily driven by a tight global supply of acetyl, polyvinyl alcohol ("PVOH") and emulsions products and higher raw material prices, which we were able to pass on to our customers. Increased volumes also contributed to an increase in net sales but were equally offset by the absence of net sales in the first quarter of 2008 from the divested AT Plastics' Films business. Volume increases due to increased market penetration from several of Advanced Engineered Materials' key products and strong demand in Asia for acetyl products coupled with the startup of our acetic acid unit in Nanjing, China in mid-2007, were partially offset by decreased volumes resulting from the transfer of flake production to our China ventures, the slowing of the US economy and the residual effects of both planned and unplanned outages in the chemicals industry during 2007.

Gross Profit

Gross profit as a percentage of net sales remained relatively flat for the three months ended March 31, 2008 (22.6%) compared to the same period in 2007 (23.1%). Higher energy and raw material costs more than offset the increase in net sales, causing a slight decrease in gross profit as a percentage of net sales.

Selling, General and Administrative Expenses

Selling, general and administrative expenses increased $20 million for the three months ended March 31, 2008 compared to the same period in 2007. The increase is primarily due to spending on finance improvement initiatives of $9 million and expenses related to restricted stock units of $2 million. The restricted stock unit program was launched in April 2007.

Other (Charges) Gains, Net

The components of Other (charges) gains, net are as follows:

	Three Months Ended March 31,	
	2008	2007
	(in $ millions)	
Employee termination benefits	(7)	—
Plant/office closures	(7)	—
Ticona Kelsterbach plant relocation	(2)	—
Other	—	(1)
Total Other (charges) gains, net	(16)	(1)

Employee termination benefits relate primarily to our continued strategy to simplify and optimize our business portfolio. Plant/office closures includes accelerated depreciation expense primarily related to the planned shutdown of our Pampa, Texas plant.

Operating Profit

Operating profit increased 14% for the three months ended March 31, 2008 compared to the same period in 2007. This increase is principally driven by the increase in gross profit during the first quarter of 2008 partially offset by the increase in Selling, general and administrative expenses and Other (charges) gains, net described above.

Interest Expense

Interest expense decreased $5 million for the three months ended March 31, 2008 compared to the same period in 2007. The decrease is primarily related to lower interest rates on our senior credit agreement compared to the interest rates on the senior discount notes and senior subordinated notes, which were fully repaid by May 2007. The decrease was partially offset by an increase in interest expense due to China financing activities in 2008.

Equity in Net Earnings of Affiliates

Equity in net earnings of affiliates decreased $8 million for the three months ended March 31, 2008 compared to the same period in 2007. The decrease primarily relates to decreased earnings at our Advanced Engineered Materials' affiliates due to unfavorable price and volume fluctuations.

Income Taxes

Our effective income tax rate for the three months ended March 31, 2008 was 33% compared to 29% for the three months ended March 31, 2007. The effective income tax rate increased over the period ended March 31, 2007 primarily due to the US income tax effect on increased foreign earnings and dividends and an increase to Financial Accounting Standards Board ("FASB") Interpretation 48, *Accounting for Uncertainty in Income Taxes — an* *interpretation of FASB Statement No. 109* liabilities for unrecognized tax benefits and related interest. This increase was partially offset by earnings in lower tax jurisdictions.

Expansion in China

The acetic acid facility located in our Nanjing, China complex has been running at full production rates since June 2007 and we commenced production of vinyl acetate emulsions at the complex during the fourth quarter of 2007. During the first quarter of 2008, we commissioned the startup of our Celstran ® long fiber-reinforced thermoplastic unit in Nanjing. Operations for four other plants at the complex are expected to begin by 2009.

The complex brings world-class scale to one site for the production of acetic acid, vinyl acetate monomer ("VAM"), acetic anhydride, emulsions, Celstran ® long fiber-reinforced thermoplastic, UHMW-PE ("GUR"), an ultra-high molecular weight polyethylene and compounding. We believe the Nanjing complex will further enhance our capabilities to better meet the growing needs of our customers in a number of industries across Asia.

Selected Data by Business Segment

	Three Months Ended March 31, 2008	2007 (unaudited) (in $ millions)	Change in $
Net Sales			
Advanced Engineered Materials	294	262	32
Consumer Specialties	282	269	13
Industrial Specialties	365	346	19
Acetyl Intermediates	1,096	839	257
Other Activities	—	1	(1)
Inter-segment Eliminations	(191)	(162)	(29)
Total Net Sales	1,846	1,555	291
Other (Charges) Gains, Net			
Advanced Engineered Materials	(3)	—	(3)
Consumer Specialties	(1)	(1)	—
Industrial Specialties	(3)	—	(3)
Acetyl Intermediates	(7)	—	(7)
Other Activities	(2)	—	(2)
Total Other Charges, Net	(16)	(1)	(15)
Operating Profit (Loss)			
Advanced Engineered Materials	30	36	(6)
Consumer Specialties	50	48	2
Industrial Specialties	17	12	5
Acetyl Intermediates	177	132	45
Other Activities	(40)	(22)	(18)
Total Operating Profit	234	206	28
Earnings (Loss) from Continuing Operations Before Tax and Minority Interests			
Advanced Engineered Materials	39	50	(11)
Consumer Specialties	50	47	3
Industrial Specialties	17	12	5
Acetyl Intermediates	206	136	70
Other Activities	(94)	(74)	(20)
Total Earnings from Continuing Operations Before Tax and Minority Interests	218	171	47
Depreciation & Amortization			
Advanced Engineered Materials	20	17	3
Consumer Specialties	14	11	3
Industrial Specialties	14	14	—
Acetyl Intermediates	32	24	8
Other Activities	3	2	1
Total Depreciation & Amortization	83	68	15

Factors Affecting First Quarter 2008 Segment Net Sales Compared to First Quarter 2007

The charts below set forth the percentage increase (decrease) in net sales from the 2007 period and to the 2008 period attributable to each of the factors indicated for the following business segments.

	Volume	Price	Currency	Other	Total
		(in percentages)			
Advanced Engineered Materials	6	(2)	8	—	12
Consumer Specialties	(10)	5	3	7[b]	5
Industrial Specialties	(11)	10	7	(1) [a]	5
Acetyl Intermediates	8	17	6	—	31
Total Company [c]	**1**	**12**	**7**	**(1)**	**19**

(a) Includes the loss of sales related to the AT Plastics' Films business.

(b) Includes net sales from the Acetate Products Limited ("APL") acquisition.

(c) Includes the effects of the captive insurance companies.

Summary by Business Segment for the Three Months Ended March 31, 2008 compared to the Three Months Ended March 31, 2007

Advanced Engineered Materials

	Three Months Ended March 31,		
	2008	2007	Change in $
		(unaudited) (in $ millions, except for percentages)	
Net sales	294	262	32
Net sales variance:			
Volume	6%		
Price	(2)%		
Currency	8%		
Other	—		
Other (charges) gains, net	(3)	—	(3)
Operating profit	30	36	(6)
Operating margin	10.2%	13.7%	
Earnings from continuing operations before tax and minority interests	39	50	(11)
Depreciation and amortization	20	17	3

Our Advanced Engineered Materials segment develops, produces and supplies a broad portfolio of high-performance technical polymers for application in automotive and electronics products and in other consumer and industrial applications, often replacing metal or glass. The primary products of Advanced Engineered Materials are polyacetal products ("POM"), polybutylene terephthalate ("PBT") and GUR. POM and PBT are used in a broad range of products including automotive components, electronics and appliances. GUR is used in battery separators, conveyor belts, filtration equipment, coatings and medical devices.

Advanced Engineered Materials' net sales increased $32 million to $294 million for the three months ended March 31, 2008 compared to the same period in 2007. Higher volumes and favorable foreign currency impacts improved net sales by 6% and 8%, respectively, while lower prices decreased net sales by 2%. Volume increased in most major business lines during the three months ended March 31, 2008 due to increased market penetration, successful implementation of new projects and a continued strong business environment, particularly in Europe. Advanced Engineered Materials experienced a slight decline in average pricing primarily driven by a larger mix of sales from lower priced products.

Operating profit decreased $6 million for the three months ended March 31, 2008 compared to the same period in 2007 as higher net sales were more than offset by higher raw material and energy costs and increased Other (charges) gains, net. Other (charges) gains, net primarily consists of charges related to the relocation of our Ticona plant in Kelsterbach. See "Ticona Kelsterbach Plant Relocation" below.

Earnings from continuing operations before tax and minority interests decreased $11 million for the three months ended March 31, 2008 compared to the same period in 2007 due to lower operating profits and decreased net earnings from equity affiliates resulting from unfavorable price and volume fluctuations.

Ticona Kelsterbach Plant Relocation

In 2007, we finalized a settlement agreement with the Frankfurt, Germany, Airport ("Fraport") to relocate our Kelsterbach, Germany, Ticona business resolving several years of legal disputes related to the planned Frankfurt airport expansion. As a result of the settlement, we will transition Ticona's operations from Kelsterbach to the Hoechst Industrial Park in the Rhine Main area in Germany by mid-2011. Over a five-year period, Fraport will pay Ticona a total of €670 million to offset the costs associated with the transition of the business from its current location and the closure of the Kelsterbach plant.

Below is a summary of the financial statement impact associated with the Ticona Kelsterbach plant relocation:

	Three Months Ended March 31, 2008	2007	Total From Inception Through March 31, 2008
	(in $ millions)		
Proceeds received from Fraport	—	—	26
Costs expensed	2	—	7
Costs capitalized	21 (1)	—	61

(1) Includes decrease in accrued capital expenditures of $7 million.

Consumer Specialties

	Three Months Ended March 31, 2008	2007	Change in $
	(unaudited) (in $ millions, except for percentages)		
Net sales	282	269	13
Net sales variance:			
Volume	(10)%		
Price	5%		
Currency	3%		
Other	7%		
Other (charges) gains, net	(1)	(1)	—
Operating profit	50	48	2
Operating margin	17.7%	17.8%	
Earnings from continuing operations before tax and minority interests	50	47	3
Depreciation and amortization	14	11	3

Our Consumer Specialties segment consists of our Acetate Products and Nutrinova businesses. Our Acetate Products business primarily produces and supplies acetate tow, which is used in the production of filter products. We also produce acetate flake which is processed into acetate fiber in the form of a tow band. The successful completion of the acquisition of APL on January 31, 2007 further increases our global position and enhances our ability to service our customers. Our Nutrinova business produces and sells Sunett ®, a high intensity sweetener, and food protection ingredients, such as sorbates, for the food, beverage and pharmaceuticals industries.

Consumer Specialties' net sales increased 5% to $282 million for the three months ended March 31, 2008 compared to the same period in 2007. Higher tow pricing on continued strong demand, favorable currency impacts and an additional month of sales from the APL acquisition drove the increase in net sales. The increase was partially offset by lower acetate flake volumes as a result of the shift in flake production to our China ventures.

Operating profit was $2 million higher for the three months ended March 31, 2008 compared to the same period in 2007. Higher overall pricing offset increases in freight, raw material and energy costs during the three months ended March 31, 2008. Lower manufacturing costs due to the Edmonton flake shutdown in 2007 were offset by higher deprecation resulting from the APL acquisition.

Earnings from continuing operations before tax and minority interests increased 6% for the three months ended March 31, 2008 compared to the same period in 2007. The increases were driven principally by the changes in operating profit discussed above.

Industrial Specialties

	Three Months Ended March 31,		
	2008	2007	Change in $
	(unaudited) (in $ millions, except for percentages)		
Net sales	365	346	19
Net sales variance:			
Volume	(11)%		
Price	10%		
Currency	7%		
Other	(1)%		
Other (charges) gains, net	(3)	—	(3)
Operating profit	17	12	5
Operating margin	4.7%	3.5%	
Earnings from continuing operations before tax and minority interests	17	12	5
Depreciation and amortization	14	14	—

Our Industrial Specialties segment includes our Emulsions, PVOH and AT Plastics businesses. Our Emulsions business is a global leader which produces a broad product portfolio, specializing in vinyl acetate/ethylene emulsions and is the recognized authority on low VOC (volatile organic compounds), an environmentally-friendly technology. As a global leader, our PVOH business produces and sells a broad portfolio of performance PVOH chemicals engineered to meet specific customer requirements. Our emulsions and PVOH products are used in a wide array of applications including paints and coatings, adhesives, building and construction, glass fiber, textiles and paper. AT Plastics offers a complete line of low-density polyethylene and specialty ethylene vinyl acetate copolymers. AT Plastics' products are used in many applications including flexible packaging films, lamination film products, hot melt adhesives, medical tubing and automotive carpeting.

Industrial Specialties' net sales increased 5% to $365 million during the three months ended March 31, 2008 compared to the same period in 2007. The increase was primarily driven by higher pricing and favorable foreign currency impacts. Higher overall pricing was primarily due to market tightness and increasing raw material costs which allowed for upward movement in pricing across all regions. The increase was partially offset by decreased volumes and the absence of net sales in the first quarter of 2008 from the divested AT Plastics' Films business. Volumes decreased in the Emulsions and PVOH businesses due to the slowing of the US economy. Volumes in the Emulsions business further declined due to the residual effects of the unplanned outage of the acetic acid unit at our Clear Lake, Texas facility, together with other global planned and unplanned production outages in the chemicals industry during 2007.

Operating profit increased by $5 million to $17 million for the three months ended March 31, 2008 compared to the same period in 2007. Gross profit margins improved as higher prices more than offset raw material costs. The increase in gross profit margins was partially offset by Other (charges) gains, net in 2008 which includes employee termination and accelerated depreciation costs related to our plan to simplify and optimize our PVOH and Emulsions businesses.

Earnings from continuing operations before tax and minority interests increased $5 million for the three months ended March 31, 2008 compared to the same period in 2007, principally driven by higher operating profits.

Acetyl Intermediates

	Three Months Ended March 31,		
	2008	2007	Change in $
	(unaudited) (in $ millions, except for percentages)		
Net sales	1,096	839	257
Net sales variance:			
Volume	8%		
Price	17%		
Currency	6%		
Other	—		
Other (charges) gains, net	(7)	—	(7)
Operating profit	177	132	45
Operating margin	16.1%	15.7%	
Earnings from continuing operations before tax and minority interests	206	136	70
Depreciation and amortization	32	24	8

Our Acetyl Intermediates segment produces and supplies acetyl products, including acetic acid, VAM, acetic anhydride and acetate esters. These products are generally used as starting materials for colorants, paints, adhesives, coatings, medicines and more. Other chemicals produced in this segment are organic solvents and intermediates for pharmaceutical, agricultural and chemical products.

Acetyl Intermediates' net sales increased 31% during the three months ended March 31, 2008 compared to the same period in 2007. Increases were due to higher prices across all regions, increased volumes and favorable currency impacts. The tight supply of acetyl products in Europe coupled with higher methanol and ethylene prices drove price increases during the period. Increases in volume were primarily driven by strong demand in Asia and the startup of our acetic acid plant in Nanjing, China in mid-2007.

Operating profit increased 34% to $177 million for the three months ended March 31, 2008 compared to the same period in 2007. Increases in raw material costs, depreciation and amortization expense, Other (charges) gains, net and research and development costs were more than offset by increases in net sales. Depreciation and amortization expense increased primarily as a result of the startup of our acetic acid plant in Nanjing, China. Other (charges) gains, net of $7 million were primarily related to the planned shutdown of our Pampa, Texas facility. Research and development costs increased primarily due to a ramp up of research and development projects in China, including research and development activities associated with the sole and exclusive license to patents and patent applications related to acetic acid.

Earnings from continuing operations before tax and minority interests increased 51% for the three months ended March 31, 2008 compared to the same period in 2007 due to higher operating profit and dividend income from our cost investment. Dividend income from our cost investment, Ibn Sina, increased $12 million for the three months ended March 31, 2008 compared to the same period in 2007 as a result of higher earnings from expanding margins for methanol and methyl tertiary-butyl ether.

Other Activities

Other Activities primarily consists of corporate center costs, including financing and administrative activities, and the captive insurance companies.

Net sales decreased by $1 million for the three months ended March 31, 2008 compared to the same period in 2007. The decrease was driven by the decrease in third-party revenues from our captive insurance companies. We do not expect third-party revenues from our captive insurance companies to increase significantly in the near future.

The operating loss for Other Activities increased by $18 million for the three months ended March 31, 2008 compared to the same period in 2007. The increase in operating loss was due primarily to spending on finance improvement initiatives of $7 million. Other (charges) gains, net increased by $2 million primarily due to severance.

The loss from continuing operations before tax and minority interests increased $20 million to $94 million for the three months ended March 31, 2008 compared to the same period in 2007. The loss was mainly due to the reasons specified above and to lower equity earnings, partially offset by a reduction in interest expense.

Liquidity and Capital Resources

Our primary source of liquidity is cash generated from operations, available cash and cash equivalents and dividends from our portfolio of strategic investments. In addition, we have availability under our senior credit agreement to assist, if required, in meeting our working capital needs and other contractual obligations. We believe we will have available resources to meet our liquidity requirements, including debt service, for the remainder of 2008 and for the subsequent twelve months. If our cash flow from operations is insufficient to fund our debt service and other obligations, we may be required to use other means available to us such as increasing our borrowings, reducing or delaying capital expenditures, seeking additional capital or seeking to restructure or refinance our indebtedness. There can be no assurance, however, that we will continue to generate cash flows at or above current levels or that we will be able to maintain our ability to borrow under our revolving credit facilities.

Cash Flows

Cash and cash equivalents as of March 31, 2008 were $763 million, which was a decrease of $62 million from December 31, 2007. See below for details on the change in cash and cash equivalents from December 31, 2007 to March 31, 2008.

Net Cash Provided by Operating Activities

Cash flow from operations increased by $154 million during the three months ended March 31, 2008 as compared to the three months ended March 31, 2007. A decrease in adjustments to cash used in discontinued operations of $60 million and a decrease in the amount of cash used for general operations were the primary drivers in the cash flow increase. The adjustment to operating cash used in discontinued operations during the three months ended March 31, 2007 is primarily due to working capital changes to the oxo and derivatives businesses. The decrease in cash used for general operations was due to lower spending on taxes of $45 million and the long-term incentive plan of $30 million during the three months ended March 31, 2008 as compared to March 31, 2007. An increase in dividends from our equity affiliates of $22 million offset cash used in operations during 2008.

Net Cash Used in Investing Activities

Net cash from investing activities decreased from a cash inflow of $325 million for the three months ended March 31, 2007 to a cash outflow of $138 million for the same period in 2008. Cash outflow during the three months ended March 31, 2008 were primarily the result of capital expenditures of $81 million and costs spent on the Ticona Kelsterbach plant relocation of $28 million. The significant cash inflow during the three months ended March 31, 2007 was driven by the sale of our oxo products and derivatives businesses partially offset by the cash outflow for the APL acquisition.

Our cash outflow for capital expenditures were $81 million and $49 million for the three months ended March 31, 2008 and 2007, respectively. Capital expenditures were primarily related to major replacements of equipment, capacity expansions, major investments to reduce future operating costs, and environmental and health and safety initiatives. Capital expenditures during the first quarter of 2008 and 2007, respectively, also included costs for the expansion of our Nanjing, China site into an integrated chemical complex. Capital expenditures are expected to be approximately $300 million for 2008.

Net Cash Used in Financing Activities

Net cash from financing activities increased to a cash outflow of $112 million for the three months ended March 31, 2008 compared to a cash outflow of $17 million for the same period in 2007. The increase primarily relates to our $60 million repurchase of shares of our Series A common stock. Increased payments on short-term borrowings of $10 million and less cash received from stock option exercises of $12 million also contributed to the increase in the net cash outflow in 2008.

Liquidity

Our contractual obligations, commitments and debt service requirements over the next several years are significant. As stated above, our primary source of liquidity is cash generated from operations, available cash and cash equivalents and dividends from our portfolio of strategic investments. In addition, we have availability under our senior credit agreement to assist, if required, in meeting our working capital needs and other contractual obligations.

Celanese has no material assets other than the stock of its subsidiaries and no independent external operations of its own. As such, we generally will depend on the cash flow of our subsidiaries to meet our obligations under our preferred stock, our Series A common stock and our senior credit agreement.

Debt and Capital

Holders of our preferred stock are entitled to receive, when, as and if declared by our Board of Directors, out of funds legally available, cash dividends at the rate of 4.25% per annum (or $1.06 per share) of liquidation preference, payable quarterly in arrears commencing on May 1, 2005. Dividends on the preferred stock are cumulative from the date of initial issuance. As of March 31, 2008, the dividend is expected to result in an annual payment of approximately $10 million. The preferred stock is convertible, at the option of the holder, at any time into approximately 1.26 shares of our Series A common stock, subject to adjustments, per $25.00 liquidation preference of the preferred stock. During the three months ended March 31, 2008 and 2007, we paid $3 million and $2 million of cash dividends on our preferred stock. On April 4, 2008, we declared a $2 million cash dividend on our preferred stock, which will be paid on May 1, 2008.

In July 2005, our Board of Directors adopted a policy of declaring, subject to legally available funds, a quarterly cash dividend on each share of our Series A common stock at an annual rate initially equal to approximately 1% of the $16.00 initial public offering price per share of our Series A common stock (or $0.16 per share) unless our Board of Directors in its sole discretion determines otherwise. During the three months ended March 31, 2008 and 2007, we paid $6 million of cash dividends in each period on our Series A common stock and on April 4, 2008, we declared a $6 million cash dividend which will be paid on May 1, 2008. Based upon the number of outstanding shares as of March 31, 2008, the annual cash dividend payment is approximately $24 million.

Our senior credit agreement consists of $2,280 million of US dollar-denominated and €400 million of Euro-denominated term loans due 2014, a $650 million revolving credit facility terminating in 2013 and a $228 million credit-linked revolving facility terminating in 2014. Borrowings under the senior credit agreement bear interest at a variable interest rate based on LIBOR (for US dollars) or EURIBOR (for Euros), as applicable, or, for US dollar-denominated loans under certain circumstances, a base rate, in each case plus an applicable margin. The applicable margin for the term loans and any loans under the credit-linked revolving facility is 1.75%, subject to potential reductions as defined in the senior credit agreement. As of March 31, 2008, the applicable margin was 1.5% and continues to be subject to potential adjustments as defined in the senior credit agreement. The term loans under the senior credit agreement are subject to amortization at 1% of the initial principal amount per annum, payable quarterly commencing in July 2007. The remaining principal amount of the term loans will be due on April 2, 2014.

As of March 31, 2008, we had total debt of $3,604 million compared to $3,556 million as of December 31, 2007. We were in compliance with all of the covenants related to our debt agreements as of March 31, 2008.

As of March 31, 2008, there were $129 million of letters of credit issued under the credit-linked revolving facility and $99 million remained available for borrowing. As of March 31, 2008, there were no outstanding borrowings or letters of credit issued under the revolving credit facility; accordingly, $650 million remained available for borrowing.

In March 2008, Crystal US Holdings 3 LLC, a subsidiary of Celanese Corporation, was upgraded by Moody's Investors Service with a positive outlook and a corporate credit rating of Ba2 from Ba3.

Contractual Debt Obligations. There have been no material revisions to our contractual obligations as filed in our Annual Report on Form 10-K as of and for the year ended December 31, 2007 with the SEC on February 29, 2008.

Purchases of Treasury Stock

On February 8, 2008, our Board of Directors authorized the repurchase of up to $400 million of our Series A common stock. The authorization gives management discretion in determining the conditions under which shares may be repurchased. During the three months ended March 31, 2008, we repurchased 1,581,700 shares of our Series A common stock at an average purchase price of $37.91 per share for a total of approximately $60 million pursuant to this authorization.

Treasury stock purchases reduce the number of shares outstanding and the repurchased shares may be used by us for compensation programs utilizing our stock and other corporate purposes. We account for treasury stock using the cost method and include treasury stock as a component of Shareholders' equity.

Expiring Cross Currency Swaps

To protect the foreign currency exposure of a net investment in a foreign operation, we entered into cross currency swaps with certain financial institutions in 2004. Under the terms of the cross currency swap arrangements, we pay approximately €13 million in interest and receive approximately $16 million in interest on June 15 and December 15 of each year. Upon maturity of the cross currency swap arrangements in June 2008, we will pay approximately €276 million and receive approximately $333 million.

Domination Agreement

The domination and profit and loss transfer agreement (the "Domination Agreement") was approved at the CAG extraordinary shareholders' meeting on July 31, 2004. The Domination Agreement between CAG and the Purchaser became effective on October 1, 2004 and cannot be terminated by the Purchaser in the ordinary course of business until September 30, 2009. Our subsidiaries, CIH, formerly Celanese Caylux Holdings Luxembourg S.C.A., and Celanese US, have each agreed to provide the Purchaser with financing to strengthen the Purchaser's ability to fulfill its obligations under, or in connection with, the Domination Agreement and to ensure that the Purchaser will perform all of its obligations under, or in connection with, the Domination Agreement when such obligations become due, including, without limitation, the obligation to compensate CAG for any statutory annual loss incurred by CAG during the term of the Domination Agreement. If CIH and/or Celanese US are obligated to make payments under such guarantees or other security to the Purchaser, we may not have sufficient funds for payments on our indebtedness when due. We have not had to compensate CAG for an annual loss for any period during which the Domination Agreement has been in effect.

Off-Balance Sheet Arrangements

We have not entered into any material off-balance sheet arrangements.

Critical Accounting Policies and Estimates

Our consolidated financial statements are based on the selection and application of significant accounting policies. The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues, expenses and allocated charges during the reporting period. Actual results could differ from those estimates. However, we are not currently aware of any reasonably likely events or circumstances that would result in materially different results.

We describe our significant accounting policies in Note 3, Summary of Accounting Policies, of the Notes to Consolidated Financial Statements included in our Annual Report on Form 10-K as of and for the year ended December 31, 2007. We discuss our critical accounting policies and estimates in MD&A in our Annual Report on Form 10-K as of and for the year ended December 31, 2007.

There have been no material revisions to the critical accounting policies as filed in our Annual Report on Form 10-K as of and for the year ended December 31, 2007 with the SEC on February 29, 2008.

On January 1, 2008, we adopted the provisions of Statement of Financial Accounting Standard No. 157, *Fair Value Measurements* ("SFAS No. 157") for financial assets and liabilities. SFAS No. 157 defines fair value, thereby eliminating inconsistencies in guidance found in various prior accounting pronouncements, and increases disclosures surrounding fair value calculations. The adoption of SFAS No. 157 for financial assets and liabilities did not have a material impact on our statement of operations, financial position or cash flows for the three months ended March 31, 2008.

SFAS No. 157 establishes a three-tiered fair value hierarchy that prioritizes inputs to valuation techniques used in fair value calculations. The three levels of inputs are defined as follows:

Level 1 — unadjusted quoted prices for identical assets or liabilities in active markets accessible by us

Level 2 — inputs that are observable in the marketplace other than those inputs classified as Level 1

Level 3 — inputs that are unobservable in the marketplace and significant to the valuation

SFAS No. 157 requires us to maximize the use of observable inputs and minimize the use of unobservable inputs. If a financial instrument uses inputs that fall in different levels of the hierarchy, the instrument will be categorized based upon the lowest level of input that is significant to the fair value calculation.

Our financial assets and liabilities measured at fair value on a recurring basis include securities available for sale and derivative financial instruments. Securities available for sale include US government and corporate bonds, mortgage-backed securities and equity securities. Derivative financial instruments include interest rate swaps and foreign currency forwards and swaps.

Marketable Securities. Where possible, we utilize quoted market prices to measure debt and equity securities; such items are classified as Level 1 in the hierarchy and include equity securities and US government bonds. When quoted market prices for identical assets are unavailable, varying valuation techniques are used. Common inputs in valuing these assets include, among others, benchmark yields, issuer spreads, forward mortgage-backed securities trade prices and recently reported trades. Such assets are classified as Level 2 in the hierarchy and typically include mortgage-backed securities, corporate bonds and other US government securities.

Derivatives. Derivative financial instruments are valued in the market using discounted cash flow techniques. These techniques incorporate Level 1 and Level 2 inputs such as interest rates and foreign currency exchange rates. These market inputs are utilized in the discounted cash flow calculation considering the instrument's term, notional amount, discount rate and credit risk. Significant inputs to the derivative valuation for interest rate swaps and foreign currency forwards and swaps are observable in the active markets and are classified as Level 2 in the hierarchy.

Recent Accounting Pronouncements

See Notes 3 and 12 of the unaudited interim consolidated financial statements included in this Form 10-Q for a discussion of recent accounting pronouncements.

Factors That May Affect Future Results and Financial Condition

Because of the following factors, as well as other factors affecting our operating results and financial condition, past financial performance should not be considered to be a reliable indicator of future performance, and investors should not use historical trends to anticipate results or trends in future periods. In addition, many factors could cause our actual results, performance or achievements to be materially different from any future results, performance or achievements that may be expressed or implied by such forward-looking statements. These factors include, among other things:

- changes in general economic, business, political and regulatory conditions in the countries or regions in which we operate;
- the length and depth of product and industry business cycles particularly in the automotive, electrical, electronics and construction industries;
- changes in the price and availability of raw materials, particularly changes in the demand for, supply of, and market prices of fuel oil, natural gas, coal, electricity and petrochemicals such as ethylene, propylene and butane;
- the ability to pass increases in raw material prices on to customers or otherwise improve margins through price increases;
- the ability to maintain plant utilization rates and to implement planned capacity additions and expansions;
- the ability to reduce production costs and improve productivity by implementing technological improvements to existing plants;
- increased price competition and the introduction of competing products by other companies;
- changes in the degree of intellectual property and other legal protection afforded to our products;
- compliance costs and potential disruption or interruption of production due to accidents or other unforeseen events or delays in construction of facilities;
- potential liability for remedial actions under existing or future environmental regulations;
- potential liability resulting from pending or future litigation, or from changes in the laws, regulations or policies of governments or other governmental activities in the countries in which we operate;
- changes in currency exchange rates and interest rates; and
- various other factors, both referenced and not referenced in this document.

Many of these factors are macroeconomic in nature and are, therefore, beyond our control. Should one or more of these risks or uncertainties materialize, or should underlying assumptions prove incorrect, our actual results, performance or achievements may vary materially from those described in this Quarterly Report as anticipated, believed, estimated, expected, intended, planned or projected. We neither intend nor assume any obligation to update these forward-looking statements, which speak only as of their dates.

Item 3. *Quantitative and Qualitative Disclosures about Market Risk*

Market risk for our Company has not changed materially from the foreign exchange, interest rate and commodity risks disclosed in Item 7A in our Annual Report on Form 10-K as of and for the year ended December 31, 2007 as filed with the SEC on February 29, 2008.

Item 4. *Controls and Procedures*

Under the supervision and with the participation of our management, including the Chief Executive Officer and Chief Financial Officer, we have evaluated the effectiveness of our disclosure controls and procedures pursuant to Exchange Act Rule 13a-15(b) as of the end of the period covered by this report. Based on that evaluation, the Chief Executive Officer and Chief Financial Officer have concluded that these disclosure controls and procedures are effective.

Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting during our first quarter of 2008.

PART II — OTHER INFORMATION

Item 1. ***Legal Proceedings***

We are involved in a number of legal proceedings, lawsuits and claims incidental to the normal conduct of our business, relating to such matters as product liability, antitrust, past waste disposal practices and release of chemicals into the environment. While it is impossible at this time to determine with certainty the ultimate outcome of these proceedings, lawsuits and claims, we believe, based on the advice of legal counsel, that adequate provisions have been made and that the ultimate outcomes will not have a material adverse effect on our financial position, but may have a material adverse effect on our results of operations or cash flows in any given accounting period. See also Note 11 to the unaudited interim consolidated financial statements for a discussion of legal proceedings.

There have been no material revisions to the "legal proceedings" as filed in our Annual Report on Form 10-K as of and for the year ended December 31, 2007 with the SEC on February 29, 2008.

Item 1A. ***Risk Factors***

There have been no material revisions to the "Risk factors" as filed in our Annual Report on Form 10-K as of and for the year ended December 31, 2007 with the SEC on February 29, 2008.

Item 2. ***Unregistered Sales of Equity Securities and Use of Proceeds***

The table below sets forth information regarding repurchases of our Series A common stock during the three months ended March 31, 2008:

Period	Total Number of Shares Purchased [1]	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Program	Approximate Dollar Value of Shares Remaining to be Purchased Under the Program
January 2008	—	—	—	—
February 2008	64,400	$ 39.86	64,400	$ 397,000,000
March 2008	1,517,300	$ 37.83	1,517,300	$ 340,000,000
Total	1,581,700		1,581,700	

(1) Purchased pursuant to the $400 million share repurchase program publicly announced on February 11, 2008. This repurchase program does not have an expiration date.

Item 3. ***Defaults Upon Senior Securities***

None.

Item 4. ***Submission of Matters to a Vote of Security Holders***

None.

Item 5. ***Other Information***

None.

Item 6. *Exhibits*

Exhibit Number	Description
3.1	Second Amended and Restated Certificate of Incorporation (incorporated by reference to Exhibit 3.1 to the Current Report on Form 8-K filed with the SEC on January 28, 2005).
3.2	Second Amended and Restated By-laws, effective as of February 8, 2008 (incorporated by reference to Exhibit 3.2 to the Current Report on Form 8-K filed with the SEC on February 14, 2008).
3.3	Certificate of Designations of 4.25% Convertible Perpetual Preferred Stock (incorporated by reference to Exhibit 3.2 to the Current Report on Form 8-K filed with the SEC on January 28, 2005).
10.1	Change in Control Agreement, dated April 1, 2008, between the Company and David N. Weidman, together with a schedule identifying other substantially identical agreements between the Company and each of its named executive officers identified thereon and identifying the material differences between each of those agreements and the filed Change of Control Agreement (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed with the SEC on April 7, 2008).
10.2	Change in Control Agreement, dated April 1, 2008, between the Company and Sandra Beach Lin, together with a schedule identifying other substantially identical agreements between the Company and each of its executive officers identified thereon and identifying the material differences between each of those agreements and the filed Change of Control Agreement (filed herewith).
10.3	Change in Control Agreement, dated April 1, 2008, between the Company and Curtis S. Shaw (filed herewith).
31.1	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (filed herewith).
31.2	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (filed herewith).
32.1	Certification of Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (filed herewith).
32.2	Certification of Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (filed herewith).

PLEASE NOTE: It is inappropriate for readers to assume the accuracy of, or rely upon any covenants, representations or warranties that may be contained in agreements or other documents filed as Exhibits to, or incorporated by reference in, this Quarterly Report. Any such covenants, representations or warranties may have been qualified or superseded by disclosures contained in separate schedules or exhibits not filed with or incorporated by reference in this Quarterly Report, may reflect the parties' negotiated risk allocation in the particular transaction, may be qualified by materiality standards that differ from those applicable for securities law purposes, and may not be true as of the date of this Quarterly Report or any other date and may be subject to waivers by any or all of the parties. Where exhibits and schedules to agreements filed or incorporated by reference as Exhibits hereto are not included in these exhibits, such exhibits and schedules to agreements are not included or incorporated by reference herein.

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 thereunto duly authorized.

CELANESE CORPORATION

By: /s/ DAVID N. WEIDMAN

Name: David N. Weidman
Title: Chairman of the Board of Directors and Chief Executive Officer

Date: April 23, 2008

By: /s/ STEVEN M. STERIN

Name: Steven M. Sterin
Title: Senior Vice President and Chief Financial Officer

Date: April 23, 2008

Exhibit 10.2

CHANGE IN CONTROL AGREEMENT

This CHANGE IN CONTROL AGREEMENT (the " ***Agreement*** ") is entered into on April 1, 2008 (the " ***Effective Date*** ") by and between Celanese Corporation (the " ***Company*** ") and Sandra Beach Lin (the " ***Executive*** ").

The Company considers it essential to foster the continued employment of key management personnel. The Board of Directors of the Company (the ***"Board"***) believes that it is in the best interests of the Company and its stockholders to assure the Company will have the continued dedication of Executive, notwithstanding the possibility, threat or occurrence of a Change in Control. The Board believes it is imperative to diminish the inevitable distraction of Executive by virtue of the personal uncertainties and risks created by a pending or threatened Change in Control and to encourage Executive's full attention and dedication to the Company currently and in the event of any threatened or pending Change in Control. The Company also requests, and the Executive desires to give the Company, certain assurances with regard to the protection of Confidential Information and Intellectual Property of the Company and its Affiliates. Therefore, the Company and the Executive have entered into this Agreement.

In consideration of the premises and mutual covenants contained herein and for other good and valuable consideration, the parties agree as follows:

1. **Definitions:**

a. ***"Affiliate"*** shall mean, when used with respect to any person or entity, any other person or entity which controls, is controlled by or is under common control with the specified person or entity. As used in the immediately preceding sentence, the term "control" (with correlative meanings for "controlled by" and "under common control with") shall mean, with respect to any entity, the ownership, directly or indirectly, of fifty percent (50%) or more of the outstanding equity interests in such entity.

b. " ***Beneficial Owner*** " shall have the meaning given such term in Rule 13d-3 of the General Rules and Regulations under the Securities Exchange Act of 1934, as amended (the " ***Exchange Act*** ").

c. " ***Cause*** " shall mean (i) Executive's willful failure to perform Executive's duties hereunder (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 Executive 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) Executive's willful malfeasance or willful misconduct which is demonstrably injurious to the Company or its Affiliates, (iv) any act of fraud by Executive, (v) any material violation of the Company's code of conduct, (vi) any material violation of the Company's policies concerning harassment or discrimination, (vii) Executive's conduct that causes material harm to the business reputation of the Company or its Affiliates, or (viii) Executive's breach of the provisions of Sections 7 (Confidentiality; Intellectual Property) or 8 (Non-Competition; Non-Solicitation) of this Agreement.

d. A " ***Change In Control"*** will be deemed to have occurred for purposes hereof, upon any one of the following events: (a) any person (within the meaning of Sections 13(d) and 14(d) of the Exchange Act), other than the Company (including its subsidiaries, directors, and executive officers) has become the Beneficial Owner of thirty percent (30%) or more of the combined voting power of the Company's then outstanding common stock or equivalent in voting power of any class or classes of the Company's outstanding securities ordinarily entitled to vote in elections of directors (" ***Voting Securities*** ") (other than as a result of an issuance of securities by the Company approved by Incumbent Directors, or open market purchases approved by Incumbent Directors at the time the purchases are made); (b) individuals who constitute the Board as of the Effective Date (the ***"Incumbent Directors*** ") have ceased for any reason to constitute at least a majority thereof, provided that any person becoming a director after the Effective Date whose election, or nomination for election by the Company's stockholders, was approved by a majority of the directors comprising the Incumbent Board, either by a specific vote or by approval of the proxy statement of the Company in which such person is named as a nominee for director without objection to such nomination shall be an Incumbent Director; provided, however, that no individual initially elected or nominated as a director of the Company as a result of an actual or threatened election contest with respect to the election or removal of directors (" ***Election Contest*** ") or other actual or threatened solicitation of proxies or consents by or on behalf of any Person other than the Board (" ***Proxy Contest*** "), including by reason of any agreement intended to avoid or settle any Election Contest or Proxy Contest, shall be deemed an Incumbent Director; (c) the stockholders of the Company approve a reorganization, merger, consolidation, statutory share exchange or similar form of corporate transaction, or the sale or other disposition of all or substantially all of the Company's assets (a " ***Transaction*** "), unless immediately following such Transaction, (i) all or substantially all of the Persons who were the Beneficial Owners of the Voting Securities outstanding immediately prior to such Transaction are the Beneficial Owners of more than 50% of the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors of the entity resulting from such Transaction (including, without limitation, an entity which as a result of such Transaction owns the Company or all or substantially all of the Company's assets or stock either directly or through one or more subsidiaries, the " ***Surviving Entity*** ") in substantially the same proportions as their ownership, immediately prior to such Transaction, of the Voting Securities, (ii) no Person is the Beneficial Owner of 30% or more of the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors of the Surviving Entity, and (iii) at least a majority of the members of the board of directors of the Surviving Entity are Incumbent Directors; or (d) approval by the Company's stockholders of a complete liquidation and dissolution of the Company.

However, if in any circumstance in which the foregoing definition would be operative and with respect to which the income tax under Section 409A of the Code would apply or be imposed, but where such tax would not apply or be imposed if the meaning of the term "Change in Control" met the requirements of Section 409A(a)(2)(A)(v) of the Code, then the term "Change in Control" herein shall mean, but only for the transaction so affected, a "change in control event" within the meaning of Treas. Reg. §1.409A–3(i)(5).

e. ***"Change In Control Protection Period"*** shall mean that period commencing on the date that the Company or a third party publicly announces an event that, if consummated, would constitute a Change In Control and ending (i) on the date that the circumstances giving rise to the announcement of the event are abandoned or withdrawn, or (ii) if such transaction is consummated, two years after the Change In Control.

f. ***"COBRA"*** shall mean those provisions of the Consolidated Omnibus Budget Reconciliation Act of 1986, as amended, related to continuation of group health and dental plan coverage as set forth in Code section 4980B.

g. " ***Code*** " shall mean the Internal Revenue Code of 1986, as amended from time to time.

h. ***"Competitive Business"*** shall mean businesses that compete with products and services offered by the Company in those countries where the Company or any of its Affiliates manufactures, produces, sells, leases, rents, licenses or otherwise provides its products or services during the two (2) years preceding the Termination Date (including, without limitation, businesses which the Company or its Affiliates have specific plans to conduct in the future that were disclosed or made available to Executive), provided that, if Executive's duties were limited to particular product lines or businesses during such period, the Competitive Business shall be limited to those product lines or businesses in those countries for which the Executive had such responsibility.

i. ***"Confidential Information"*** shall mean any non-public, proprietary or confidential information, including without limitation trade secrets, know-how, research and development, software, databases, inventions, processes, formulae, technology, designs and other intellectual property, information concerning finances, investments, profits, pricing, costs, products, services, vendors, customers, clients, partners, investors, personnel, compensation, benefits, recruiting, training, advertising, sales, marketing, promotions, government and regulatory activities and approvals concerning the past, current or future business, activities and operations of the Company, its Affiliates and/or any third party that has disclosed or provided any of same to the Company or its Affiliates on a confidential basis. "Confidential Information" also includes any information designated as a trade secret or proprietary information by operation of law or otherwise, but shall not be limited by such designation. "Confidential Information" shall not include any information that is (i) generally known to the industry or the public other than as a result of Executive's breach of this covenant; (ii) made legitimately available to Executive by a third party without breach of any confidentiality obligation; or (iii) required by law to be disclosed; provided that Executive shall give prompt written notice to the Company of such requirement, disclose no more information than is so required, and cooperate with any attempts by the Company to obtain a protective order or similar treatment.

j. " ***Controlled Group"*** shall mean all corporations or business entities that are, along with the Company, members of a controlled group of corporations or businesses, as defined in Code Sections 414(b) and 414(c), except that the language "at least 50 percent" is used instead of "at least 80 percent" in applying the rules of Code Sections 414(b) and 414(c).

k. ***"Fiscal Year"*** shall mean the fiscal year of the Company.

l. ***"Good Reason"*** shall mean any of the following conditions which occurs without the consent of the Executive: (i) a material diminution in the Executive's base salary or annual bonus opportunity; (ii) a material diminution in the Executive's authority, duties, or responsibilities (including status, offices, titles and reporting requirements); (iii) a material change in the geographic location at which the Executive must perform his duties; (iv) failure of the Company to pay compensation or benefits when due, or (v) any other action or inaction that constitutes a material breach by the Company of this Agreement. The conditions described above will not constitute "Good Reason" unless the Executive provides written notice to the Company of the existence of the condition described above within 90 days after the initial existence of such condition. In addition, the conditions described above will not constitute "Good Reason" unless the Company fails to remedy the condition within a period of thirty (30) days after receipt of the notice described in the preceding sentence. If the Company fails to remedy the condition within the period referred to in the preceding sentence, Executive may terminate his employment with the Company for "Good Reason" within in the next thirty (30) days following the expiration of the cure period.

m. ***"Notice of Termination"*** shall mean a notice which shall indicate the general reasons for the termination employment and the circumstances claimed to provide a basis for termination of employment or other Separation of Service under the provision so indicated.

n. ***"Person"*** shall mean any person, firm, partnership, joint venture, association, corporation or other business organization, entity or enterprise whatsoever.

o. ***"Restricted Period"*** shall be (i) one year from the Termination Date in the event of a Separation from Service that occurs during the Service Term (as defined hereinafter) other than in the case of an involuntary Separation from Service without Cause, (ii) in the case of an involuntary Separation from Service without Cause during the Service Term, an amount of time in whole months equal to the number of months' salary the Company agrees to provide to Executive in severance, whether paid over time or in a lump sum; and (iii) two years from the Termination Date in the event of a Separation from Service following a Change In Control where Executive receives the Change In Control Payment (as defined hereinafter).

p. ***"Separation from Service*** " shall mean an event after which the Executive shall no longer provide services to the members of the Controlled Group, whether voluntarily or involuntarily as determined by the Committee (as hereafter defined) in accordance with Treas. Reg. §1.409A-1(h)(1). A Separation from Service shall occur when Executive has experienced a termination of employment from the members of the Controlled Group. Executive shall be considered to have experienced a termination of employment when the facts and circumstances indicate that the Executive and the Company reasonably anticipate that either (i) no further services will be performed for the members of the Controlled Group after a certain date, or (ii) that the level of bona fide services the Executive will perform for the members of the Controlled Group after such date (whether as an employee or as an independent contractor) will permanently decrease to no more than 20% of the average level of bona fide services performed by such Executive (whether as an employee or an independent contractor) over the immediately preceding 36-month period (or the full period of services to the members of the Controlled Group if the Executive has been providing services to the members of the Controlled Group less than 36 months). If Executive is on military leave, sick leave, or other bona fide leave of absence, the employment relationship between the Executive and the members of the Controlled Group shall be treated as continuing intact, provided that the period of such leave does not exceed 6 months, or if longer, so long as the Executive retains a right to reemployment with the members of the Controlled Group under an applicable statute or by contract. If the period of a military leave, sick leave, or other bona fide leave of absence exceeds 6 months and the Executive does not retain a right to reemployment under an applicable statute or by contract, the employment relationship shall be considered to be terminated for purposes of this Agreement as of the first day immediately following the end of such 6-month period. In applying the provisions of this paragraph, a leave of absence shall be considered a bona fide leave of absence only if there is a reasonable expectation that the Executive will return to perform services for any members of the Controlled Group.

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

q. ***"Target Bonus"*** shall mean the target bonus for Executive under any annual bonus plan in effect from time to time as determined by the Compensation Committee (the ***"Committee"***) or the Board.

r. ***"Termination Date"*** shall mean the date upon which a Separation from Service with respect to an Executive occurs.

2. **Term of Change In Control Agreement** .

a. This Agreement shall be for an initial term (the " ***Initial Term*** ") of two years and shall continue to renew for consecutive two year terms thereafter (a " ***Renewal Term*** "), unless either party shall give written notice to the other (a " ***Notice of Non-Renewal*** ") that such agreement shall not renew at least ninety days prior to the expiration of the Initial Term or Renewal Term then in effect. Notwithstanding the foregoing, the Company may not give a Notice of Non-Renewal during the Change In Control Protection Period.

b. This Agreement, except those provisions which shall survive under Section 11(k), shall terminate upon the termination of Executive's employment for any reason other than the termination of Executive's employment during the Change In Control Protection Period (x) by the Company without Cause or (y) by the Executive with Good Reason. No payment under this Agreement will be due to Executive upon termination of Executive's employment for any reason other than as specified in (x) or (y) above.

3. **Executive's Incumbent Position** .

a. Unless notified otherwise by the Chief Executive Officer of the Company or the Board, Executive shall serve as Executive Vice President & President Ticona (***"Executive's Incumbent Position")*** . In such position, Executive shall have such duties and authority as shall be determined from time to time by the Chief Executive Officer and the Board. If requested, Executive shall also serve as a member of the Board without additional compensation. The period during which the Executive shall be employed by the Company shall be called the " ***Service Term*** ."

b. Except as provided in Section 5, (i) either Company or Executive may terminate the employment relationship at any time, with or without Cause or Good Reason, (ii) this Agreement shall not be construed as giving the Executive any right to be retained in the employ of the Company or its Affiliates, (iii) the Company may at any time terminate the Executive free from any liability of any claim under this Agreement, except as expressly provided herein; and (iv) the Company may demote Executive at any time in its absolute and sole discretion without liability to the Executive.

c. During the Service Term, Executive will devote Executive's full business time and best efforts to the performance of Executive's duties hereunder and will not engage in any other business, profession or occupation for compensation or otherwise which would conflict or interfere with the rendition of such services either directly or indirectly, without the prior written consent of the Board; provided that nothing herein shall preclude Executive, (i) subject to the prior approval of the Board, from accepting appointment to or continuing to serve on any board of directors or trustees of any business corporation or any charitable organization or (ii) from participating in charitable activities or managing personal investments; provided in each case, and in the aggregate, that such activities do not conflict or interfere with the performance of Executive's duties hereunder or conflict with Sections 7 or 8. Executive shall promote the goodwill of the Company with its employees, customers, stockholders, vendors, and the general public. During the Service Term, reasonable business expenses incurred by Executive in the performance of Executive's duties hereunder and to support the goodwill and business relationships of the Company shall be reimbursed by the Company in accordance with Company policies.

4. **Obligations of the Company upon Change In Control with Respect to Long-Term Incentive Awards and Deferred Compensation.**

The effect of a change in control on any long-term incentive awards (cash or equity) or deferred compensation previously granted to the Executive under the 2008 Deferred Compensation Plan, 2004 Stock Incentive Plan or the 2004 Deferred Compensation Plan, as amended, (the " ***Long-Term Incentive Awards*** ") shall be governed by the terms and conditions of the applicable individual award agreements or deferral agreements and the Celanese Corporation 2008 Deferred Compensation Plan, the 2004 Stock Incentive Plan or the 2004 Deferred Compensation Plan, as amended (collectively, the " ***Long-Term Incentive Award Agreements*** "), and shall not be governed by this Agreement.

5. **Termination of Employment Connected with a Change In Control.**

a. Upon Executive's Separation from Service during the Change In Control Protection Period, Executive shall receive the Change In Control Payment if and only if the following conditions occur:

(i) The Change In Control is consummated;

(ii) Executive is employed in the Executive Incumbent Position or some substantially equivalent or higher position for the Company as of the commencement of the Change In Control Protection Period;

(iii) Executive's employment is terminated either by the Company without Cause or by the Executive with Good Reason such that a Separation from Service occurs;

(iv) Within fifty (53) days after both conditions in Sections 5(a)(i) and 5(a)(iii), or at the expiration of twenty-one (21) days following the presentation of the release, Executive executes a release of all claims, known or unknown, against the Company, its Affiliates, and their respective agents in a form satisfactory to the Company similar to that attached hereto as Exhibit A and does not timely revoke such release before the expiration of seven days following his or her execution of the release; and

(v) Within fifty (53) days after both conditions in Sections 5(a)(i) and 5(a)(iii), Executive reaffirms in writing in a manner satisfactory to the Company his or her obligations under Sections 7 and 8 of this Agreement.

b. The ***"Change In Control Payment"*** shall be equal to two times the sum of (i) Executive's then current annualized base salary; and (ii) the higher of (x) Executive's Target Bonus in effect on the last day of the Fiscal Year that ended immediately prior to the year in which the Termination Date occurs, or (y) the average of the cash bonuses paid by the Company to Executive for the three Fiscal Years preceding the Termination Date.

c. The Change In Control Payment shall be paid in a single lump sum to Executive six (6) months and one day after the Executive's Termination Date, together with interest at the rate provided in Section 1274(b)(2)(B) of the Code.

d. Provided that (i) all of the conditions in Section 5(a) are met, (ii) Executive makes a timely COBRA election, and (iii) Executive has complied in all material respects with regard to the obligations of Sections 7 and 8 of this Agreement, if the Executive timely remits to the Company the applicable "COBRA" premiums for such coverage, the Company will continue to provide group health and dental coverage under the Company's medical plan for Executive and his or her dependents during the Restricted Period; and will reimburse Executive for all premiums paid by Executive for such continued coverage. Such reimbursements will be made within thirty (30) days after Executive's payment of such premiums (or submission of a request for reimbursement and satisfactory proof of such payment) but in no event later than on or before the last day of the Executive's tax year following the tax year in which the expense was incurred. The amount of COBRA premiums and health and dental expenses eligible for reimbursement during Executive's tax year may not affect the COBRA premiums and health and dental expenses eligible for reimbursement in any other tax year.

e. Certain Further Payments Due Executive

(i) In the event that any amount or benefit paid or distributed to Executive pursuant to this Agreement and/or any amounts or benefits otherwise paid or distributed to Executive by the Company that are treated as parachute payments under Section 280G of the Code (such payments, collectively, the " **Covered Payments** "), are or become subject to the tax imposed under Section 4999 of the Code or any similar tax that may hereafter be imposed (the " **Excise Tax** "), the Company will pay to Executive an additional amount (the " **Tax Reimbursement Payment** "), such that the net amount retained by Executive with respect to such Covered Payments, after deduction of any Excise Tax (as well as any penalties and interest thereon) on the Covered Payments and any Federal, state and local income tax, payroll tax, and Excise Tax on the Tax Reimbursement Payment provided for by this subsection (e), but before deduction for any Federal, state or local income or employment tax withholding on such Covered Payments, will be equal to the amount of the Covered Payments, together with an amount equal to the product of any deductions disallowed to Executive for federal, state, or local income tax purposes because of the inclusion of the Tax Reimbursement Payment in Executive's adjusted gross income multiplied by the highest applicable marginal rate of federal, state, or local income taxation, respectively, for the calendar year in which the Tax Reimbursement Payment is to be made. The time for payment of the Tax Reimbursement Payment is set forth in subsection (e)(v) below. The Tax Reimbursement Payment is intended to place the Executive in the same position he would have been in if the Excise Tax did not apply.

(ii) For purposes of determining whether any of the Covered Payments will be subject to the Excise Tax and the amount of such Excise Tax,

(A) such Covered Payments will be treated as "parachute payments" within the meaning of Section 280G of the Code, and all "parachute payments" in excess of the "base amount" (as defined under Section 280G(b)(3) of the Code) will be treated as subject to the Excise Tax, unless, and except to the extent that, in the good faith judgment of a public accounting firm appointed by the Company or tax counsel selected by such accounting firm (the " **Accountants** "), the Company has a reasonable basis to conclude that such Covered Payments (in whole or in part) either do not constitute "parachute payments" or represent reasonable compensation for personal services actually rendered (within the meaning of Section 280G(b)(4)(B) of the Code) in excess of the "base amount," or such "parachute payments" are otherwise not subject to such Excise Tax; and

(B) the value of any non-cash benefits or any deferred payment or benefit will be determined by the Accountants in accordance with the principles of Section 280G of the Code.

(iii) For purposes of determining the amount of the Tax Reimbursement Payment, Executive will be deemed to pay:

(A) Federal income taxes at the highest applicable marginal rate of Federal income taxation for the calendar year in which the Tax Reimbursement Payment is to be made; and

(B) any applicable state and local income taxes at the highest applicable marginal rate of taxation for the calendar year in which the Tax Reimbursement Payment is to be made, net of the maximum reduction in Federal income taxes which could be obtained from the deduction of such state or local taxes if paid in such year.

(iv) In the event that the Excise Tax amount, if any, initially determined to be payable to the United States Treasury Department pursuant to this subsection

(e) is later determined by the Accountants or pursuant to any proceeding or negotiations with the Internal Revenue Service to exceed the amount taken into account hereunder at the time the Tax Reimbursement Payment was initially determined (including, but not limited to, by reason of any payment the existence or amount of which could not be determined at the time of the Tax Reimbursement Payment), the Company will make an additional Tax Reimbursement Payment, in respect of such excess (including making a full Tax Reimbursement Payment in the event of an initial determination that no Excise Tax amount was due) (as well as any interest or penalty payable with respect to such payment) at the time specified in subsection (e)(v) below.

In the event that the Excise Tax is subsequently determined by the Accountants or pursuant to any proceeding or negotiations with the Internal Revenue Service to be less than the amount taken into account under this subsection (e) in calculating the Tax Reimbursement Payment made, Executive will repay to the Company, at the time specified in subsection (e)(v) below, the portion of such prior Tax Reimbursement Payment that would not have been paid if the amount of the Excise Tax had been accurately calculated in determining such Tax Reimbursement Payment, plus interest on the amount of such repayment at the rate provided in Section 1274(b)(2)(B) of the Code. Notwithstanding the foregoing, in the event any portion of the Tax Reimbursement Payment to be refunded to the Company has been paid to any Federal, state or local tax authority, repayment thereof will not be required until actual refund or credit of such portion has been made to Executive, and interest payable to the Company will not exceed interest received or credited to Executive by such tax authority for the period it held such portion. Executive and the Company will mutually agree upon the course of action to be pursued (and the method of allocating the expenses thereof) if Executive's good faith claim for refund or credit is denied (in whole or in part); provided that Executive will remain responsible to repay the Company for any such unrefunded Tax Reimbursement Payments to the extent Executive ultimately prevails in such claim.

(v) The Tax Reimbursement Payment (or portion thereof) provided for in this subsection (e) will be paid to Executive within 5 days after Executive remits the Excise Tax to the Internal Revenue Service but no later than the end of the Executive's tax year following the tax year in which the Executive remits the Excise Tax to the Internal Revenue Service. Further, in the event that the initial Tax Reimbursement Payment was too little and additional Tax Reimbursement Payments are subsequently determined to be payable to Executive pursuant to subsection (e)(iv) above, such Tax Reimbursement Payment or additional Tax Reimbursement Payment amount will be made by the Company to Executive within 5 days after the date that Executive remits such portion to the Internal Revenue Service, but no later than the end of the Executive's tax year following the tax year in which the Executive remits such portion to the Internal Revenue Service. In the event that the amount of the estimated Tax Reimbursement Payment exceeds the amount subsequently determined to have been due, subject to the provisions of subsection (e)(iv), such excess will be payable by Executive to the Company on the fifth (5th) business day after written demand by the Company for payment (together with interest at the rate provided in Section 1274(b)(2)(B) of the Code). Company will reimburse the Executive for any interest, penalties or surcharge that may be imposed on the Executive in connection with any Excise Tax (including a reimbursement of any additional taxes imposed as a result of the reimbursement of any such interest, penalties or surcharge) within 5 days after payment by the Executive, but in no event later than on or before the last day of the Executive's tax year following the tax year in which the interest, penalties, surcharge or other taxes are imposed, such reimbursement obligation shall remain in effect during the applicable statute of limitations relating to any such interest, penalties or surcharge (but in no event shall remain in effect for longer than 10 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.

(vi) The Tax Reimbursement Payment due under this subsection (e) shall not exceed two million dollars ($2,000,000).

(vii) If the amount of the Covered Payments is equal to or less than 110% of the product of 2.99 and Executive’s applicable “base amount” (as such term is defined for purposes of Section 4999 of the Code), the Covered Payments under this Agreement or otherwise shall be reduced by the minimum amount necessary so that none of the Covered Payments are subject to the excise tax under Section 4999 of the Code; provided, however, that this subsection (e)(vii) shall not apply if, even after all Covered Payments due hereunder are reduced to zero, the value of the Covered Payments would still be subject to the excise tax under Section 4999 of the Code, in which case no reduction of any Covered Payments shall be made.

f. Notwithstanding any provision of this Agreement to the contrary, if Executive is a “Specified Employee” within the meaning of Treasury Regulation §1.409A-1(i) and if any payment under this Agreement provides for a “deferral of compensation” within the meaning of Treasury Regulation §1.409A-1(b) and if such payment would otherwise occur before the date that is six (6) months after the Executive’s Termination Date, then such payment shall be delayed and shall occur on the date that is six (6) months and one (1) day after the Termination Date (or, if earlier, the date of the Executive’s death), together with interest at the rate provided in Section 1274(b)(2)(B) of the Code.

6. **Exclusivity of Benefits.** Executive acknowledges that this Agreement supercedes and replaces all prior agreements or understandings Executive may have with the Company with respect to compensation or benefits that may become payable in connection with or as a result of a change in control of the Company, whether or not such change in control constitutes a Change In Control, including any provisions contained in any employment agreement, offer letter or change in control agreement, except with respect to any Long-Term Incentive Awards which shall be governed by the terms of the Long-Term Incentive Award Agreements. This Agreement also describes all payments and benefits that the Company shall be obligated to provide to Executive upon Executive’s Separation from Service during a Change In Control Protection Period and shall constitute Executive’s agreement to waive any rights to payment under the Celanese Americas Separation Pay Plan, any similar or successor plan adopted by the Company, and any other term of employment contained in any employment agreement, offer letter, change in control agreement or otherwise (other than benefits to which he/she may be entitled, if any: (i) under any Celanese plan qualified under Section 401(a) of the Internal Revenue Code, including the Celanese Americas Retirement Pension Plan and Celanese Americas Retirement Savings Plan; and (ii) under the 2008 Celanese Deferred Compensation Plan) to the extent that the circumstances giving right to such right to payment would constitute a Separation of Service during a Change In Control Protection Period.

7. **Confidentiality; Intellectual Property.**

a. Confidentiality.

(i) Based upon the assurances given by the Executive in this Agreement, the Company will provide Executive with access to its Confidential Information. Executive hereby reaffirms that all Confidential Information received by Executive prior to the termination of this Agreement is the exclusive property of the Company and Executive releases any individual claim to the Confidential Information.

(ii) Executive will not at any time (whether during or after Executive's employment with the Company) (x) retain or use for the benefit, purposes or account of Executive or any other Person; or (y) disclose, divulge, reveal, communicate, share, make available, transfer or provide access to any Person outside the Company (other than its professional advisers who are bound by confidentiality obligations), any Confidential Information without the prior written authorization of the Board.

(iii) Upon termination of Executive's employment with the Company for any reason, Executive shall (x) cease and not thereafter commence use of any Confidential Information or intellectual property (including without limitation, any patent, invention, copyright, trade secret, trademark, trade name, logo, domain name or other source indicator) owned or used by the Company or its Affiliates; (y) immediately destroy, delete, or return to the Company, at the Company's option, all originals and copies in any form or medium (including memoranda, books, papers, plans, computer files, letters and other data) in Executive's possession or control (including any of the foregoing stored or located in Executive's office, home, laptop or other computer, whether or not Company property) that contain Confidential Information or otherwise relate to the business of the Company or its Affiliates, except that Executive may retain only those portions of any personal notes, notebooks and diaries that do not contain any Confidential Information; and (z) notify and fully cooperate with the Company regarding the delivery or destruction of any other Confidential Information of which Executive is or becomes aware.

(iv) If Executive has previously entered into any confidentiality or non-disclosure agreements with any former employer, Executive hereby represents and warrants that such confidentiality and/or non-disclosure agreement or agreements have been fully disclosed and provided to the Company prior to commencing employment with the Company.

b. Intellectual Property.

(i) If Executive has created, invented, designed, developed, contributed to or improved any works of authorship, inventions, intellectual property, materials, documents or other work product (including without limitation, research, reports, software, databases, systems, applications, presentations, textual works, content, or audiovisual materials) (" ***Works*** "), either alone or with third parties, prior to Executive's employment by the Company, that are relevant to or implicated by such employment (" ***Prior Works*** "), Executive hereby grants the Company a perpetual, non-exclusive, royalty-free, worldwide, assignable, sublicensable license under all rights and intellectual property rights (including rights under patent, industrial property, copyright, trademark, trade secret, unfair competition and related laws) therein for all purposes in connection with the Company's current and future business. A list of all such Works as of the date hereof is attached hereto as ***Exhibit B*** .

(ii) If Executive creates, invents, designs, develops, contributes to or improves any Works, either alone or with third parties, at any time during Executive's employment by the Company and within the scope of such employment and/or with the use of any of the Company resources (" ***Company Works*** "), Executive shall promptly and fully disclose same to the Company and hereby irrevocably assigns, transfers and conveys, to the maximum extent permitted by applicable law, all rights and intellectual property rights therein (including rights under patent, industrial property, copyright, trademark, trade secret, unfair competition and related laws) to the Company to the extent ownership of any such rights does not vest originally in the Company.

(iii) Executive agrees to keep and maintain adequate and current written records (in the form of notes, sketches, drawings, and any other form or media requested by the Company) of all Company Works. The records will be available to and remain the sole property and intellectual property of the Company at all times.

(iv) Executive shall take all requested actions and execute all requested documents (including any licenses or assignments required by a government contract) at the Company's expense (but without further remuneration) to assist the Company in validating, maintaining, protecting, enforcing, perfecting, recording, patenting or registering any of the Company's rights in the Prior Works and Company Works. If the Company is unable for any other reason to secure Executive's signature on any document for this purpose, then Executive hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Executive's agent and attorney in fact, to act for and in Executive's behalf and stead to execute any documents and to do all other lawfully permitted acts in connection with the foregoing.

(v) Executive shall not improperly use for the benefit of, bring to any premises of, divulge, disclose, communicate, reveal, transfer or provide access to, or share with the Company any confidential, proprietary or non-public information or intellectual property relating to a former employer or other third party without the prior written permission of such third party. Executive hereby indemnifies, holds harmless and agrees to defend the Company and its officers, directors, partners, employees, agents and representatives from any breach of the foregoing covenant. Executive shall comply with all relevant policies and guidelines of the Company, including regarding the protection of confidential information and intellectual property and potential conflicts of interest. Executive acknowledges that the Company may amend any such policies and guidelines from time to time, and that Executive remains at all times bound by their most current version.

c. In the event Executive leaves the employ of the Company, Executive hereby grants consent to notification by the Company to any subsequent employer about Executive's rights and obligations under this Agreement.

8. **Non-Competition; Non-Solicitation.**

a. Executive acknowledges and recognizes the highly competitive nature of the businesses of the Company and its Affiliates and accordingly agrees as follows:

(i) During the Service Term and for the Restricted Period, Executive will not, whether on Executive's own behalf or on behalf of or in conjunction with any Person, directly or indirectly solicit or assist in soliciting in competition with the Company or its Affiliates, the business of any customer, prospective customer, client or prospective client:

(A) with whom Executive had personal contact or dealings on behalf of the Company or its Affiliates during the one year period preceding the termination of Executive's employment;

(B) with whom employees directly or indirectly reporting to Executive have had personal contact or dealings on behalf of the Company or its Affiliates during the one-year immediately preceding the termination of Executive's employment; or

(C) for whom Executive had direct or indirect responsibility during the one year period immediately preceding the termination of Executive's employment.

(ii) During the Restricted Period, Executive will not directly or indirectly:

(A) engage in any Competitive Business;

(B) enter the employ of, or render any services to, any Person (or any division or controlled or controlling affiliate of any Person) who or which engages in a Competitive Business;

(C) acquire a financial interest in, or otherwise become actively involved with, any Competitive Business, directly or indirectly, as an individual, partner, stockholder, officer, director, principal, agent, trustee or consultant; or

(D) interfere with, or attempt to interfere with, business relationships (whether formed before, on or after the date of this Agreement) between the Company or any of its Affiliates and customers, clients, suppliers partners, members or investors of the Company or its Affiliates.

(iii) Notwithstanding anything to the contrary in this Agreement, Executive may directly or indirectly own, solely as an investment, securities of any Person engaged in the business of the Company or its Affiliates which are publicly traded on a national or regional stock exchange or on the over-the-counter market if Executive (i) is not a controlling Person of, or a member of a group which controls, such Person and (ii) does not, directly or indirectly, own 5% or more of any class of securities of such Person.

(iv) During the Restricted Period, Executive will not, whether on Executive's own behalf or on behalf of or in conjunction with any Person, directly or indirectly:

(A) solicit, interview, encourage, or take any other action that would tend to influence in any manner any employee of the Company or its Affiliates to leave the employment of the Company or its Affiliates (other than as a result of a general advertisement of employment made by Executive's subsequent employer or business, not directed at any such employee); or

(B) hire any such employee who was employed by the Company or its Affiliates as of the Termination Date or who left the employment of the Company or its Affiliates coincident with, or within one year prior to or after, the Termination Date.

(v) During the Restricted Period, Executive will not, directly or indirectly, solicit or encourage any consultant then under contract with the Company or its Affiliates to cease to work with the Company or its Affiliates.

b. It is expressly understood and agreed that although Executive and the Company consider the restrictions contained in this Section 8 to be reasonable, if a final judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in this Agreement is an unenforceable restriction against Executive, the provisions of this Agreement shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any court of competent jurisdiction finds that any restriction contained in this Agreement is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

c. Prior to the commencement thereof, Executive will provide written notice to the Company of any employment or other activity that would potentially violate the provisions of Sections 7 or 8 and, if Executive wishes to do so, Executive may ask the Board to modify or waive the protections of this Section 8, but nothing in this Agreement shall limit in any manner the Board's absolute discretion not to do so.

9. **Enforcement of Promises Concerning the Protection of the Company's Confidential Information and Goodwill.** Executive acknowledges and agrees that the Company's remedies at law for a breach or threatened breach of any of the provisions of Section 7 or Section 8 would be inadequate and the Company would suffer irreparable damages as a result of such breach or threatened breach. In recognition of this fact, Executive agrees that, in the event of such a breach in or threatened breach, in addition to any remedies at law, the Company, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available. In addition, and without limiting the Company's ability to obtain such equitable relief, Executive shall not be entitled to any Change In Control Payment if Executive materially violates the provisions of Sections 7 or 8 and, to the extent that such payments have already been made, Executive shall repay all Change In Control Payments immediately upon demand by the Company.

10. **Section 409A Acknowledgement and Release** . Executive understands that payments under this Agreement are potentially subject to Section 409A of the Code and that if this Agreement does not satisfy an exception to Code Section 409A or does not comply with the requirements of Section 409A and the applicable guidance thereunder, then Executive may incur adverse tax consequences under Section 409A. Executive acknowledges and agrees that (a) Executive is solely responsible for all obligations arising as a result of the tax consequences associated with payments under this Agreement including, without limitation, any taxes, interest or penalties associated with Section 409A, (b) Executive is not relying upon any written or oral statement or representation by the Company or any Affiliate thereof, or any of their respective employees, directors, officers, attorneys or agents (collectively, the " ***Company Parties*** ") regarding the tax effects associated with the execution of this Agreement and the payment under this Agreement, and (c) in deciding to enter into this Agreement, Executive is relying on his or her own judgment and the judgment of the professionals of his or her choice with whom Executive has consulted. Executive hereby releases, acquits and forever discharges the Company Parties from all actions, causes of actions, suits, debts, obligations, liabilities, claims, damages, losses, costs and expenses of any nature whatsoever, known or unknown, on account of, arising out of, or in any way related to the tax effects associated with the execution of this Agreement and any payment hereunder.

11. **Miscellaneous** .

a. Governing Law; Jurisdiction; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of laws principles thereof. Any action concerning or relating to this Agreement shall be filed only in the federal and state courts sitting in Dallas County, Texas.

b. Entire Agreement; Amendments. This Agreement contains the entire understanding of the parties with respect to any Change In Control or the subject matter of this Agreement, provided however, that the effects of a change in control pursuant to the Long-Term Incentive Award Agreements shall be governed by the terms of such agreements and shall not be affected by this Agreement.

c. No Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement, or any term of any agreement with any other employee, on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

d. Severability. In the event that any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

e. Assignment. This Agreement, and all of Executive's rights and duties hereunder, shall not be assignable or delegable by Executive. Any purported assignment or delegation by Executive in violation of the foregoing shall be null and void ab initio and of no force and effect. This Agreement may be assigned, in whole or in part, by the Company to a Person which is an Affiliate or a successor in interest to all or a substantial part of the business operations of the Company. Upon such assignment, the rights and obligations of the Company hereunder shall become the rights and obligations of such Affiliate or successor Person.

f. Successors; Binding Agreement. This Agreement shall inure to the benefit of and be binding upon personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

g. Notice. For the purpose of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered by hand or overnight courier or three days after it has been mailed by United States registered mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth below in this Agreement, or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notice of change of address shall be effective only upon receipt.

If to the Company:

1601 West LBJ Freeway
Dallas, TX 75234-6034
Attention: General Counsel

If to Executive:

Executive’s home address as set forth in the personnel records of the Company

h. Cooperation. Executive shall provide Executive’s reasonable cooperation in connection with any action or proceeding (or any appeal from any action or proceeding) which relates to events occurring during Executive’s employment hereunder.

i. Withholding Taxes. The Company may withhold from any amounts payable under this Agreement such Federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

j. Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

k. Survival. The provisions of Sections 1 and 7 through 9 of this Agreement shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

EXECUTIVE:	**Celanese Corporation:**
By: /s/ Sandra Beach Lin Sandra Beach Lin	By: /s/ Kevin J. Rogan
Date: April 1, 2008	Date: April 1, 2008

EXHIBIT A

FORM OF GENERAL RELEASE AGREEMENT

AGREEMENT AND GENERAL RELEASE

Celanese Corporation and its Affiliates (the “Company”), 1601 West LBJ Freeway, Dallas, Texas 75234 and Sandra Beach Lin, his or her heirs, executors, administrators, successors, and assigns (“Executive”), enter into this Agreement and General Release (the “Release”) and agree as follows:

1. **Last Day of Employment (Separation Date)** . The last day of employment with the Company is [Insert Date] (the “Separation Date”).

2. **Consideration** . In consideration for signing this Release and compliance with the promises made herein, Company and Executive agree:

a. **Change In Control Payment.** The Company will pay the Change In Control Payment, as defined in the Change In Control Agreement between the Company and Executive dated on or about April 1, 2008 (the “CIC Agreement”) [1] and provide the reimbursements set forth in the CIC Agreement. Executive agrees that such payments are the exclusive payments due to Executive arising out of the separation of Executive’s employment.

b. **Unused Vacation.** The Company will pay to Executive wages for prorated unused vacation as of the Separation Date.

c. **Benefits.** The Executive shall be entitled to elect to continue group health and dental coverage under COBRA and shall be reimbursed for such premiums as provided in the CIC Agreement. Executive’s rights in any other employee benefit plans of the Company will be as provided in the relevant plan documents.

3. **No Consideration Absent Execution of this Agreement** . Executive understands and agrees that he/she would not receive the consideration specified in Paragraph “2” above, unless the Executive signs this Agreement and General Release on the signature page without having revoked this Release pursuant to paragraph 14 below and the fulfillment of the promises contained herein.

4. **General Release of Claims** . Executive knowingly and voluntarily releases and forever discharges the Company and its Affiliates, together with its predecessors, successors and assigns and the current and former employees, officers, directors and agents thereof (collectively, the “Released Parties”), of and from any and all claims, known and unknown, asserted and unasserted, Executive has or may have as of the date of execution of this Release to the full extent permitted by law, in all countries and jurisdictions in which the Released Parties conduct their respective business, including but not limited to the United States of America.

5. Executive acknowledges and agrees that he/she has been paid all amounts owed to Executive as compensation, whether in the form of salary, bonus, equity compensation, benefits or otherwise. The release in Section 4 of this Release includes, but is not limited to, any alleged violation of the following, as may be amended or in effect:

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[1] **All capitalized terms shall have the same meaning as set forth in the CIC Agreement, unless otherwise stated.**

(a) any action arising under or relating to any federal or state statute or local ordinance, such as:

- Title VII of the Civil Rights Act of 1964;
- The Civil Rights Act of 1991;
- Sections 1981 through 1988 of Title 42 of the United States Code;
- The Employee Retirement Income Security Act of 1974;
- The Immigration Reform and Control Act;
- The Family and Medical Leave Act;
- The Americans with Disabilities Act of 1990;
- The Age Discrimination in Employment Act of 1967;
- The Workers Adjustment and Retraining Notification Act;
- The Occupational Safety and Health Act;
- The Sarbanes-Oxley Act of 2002;
- The Texas Commission on Human Rights Act;
- The Texas Minimum Wage Law;
- Equal Pay Law for Texas; and
- The Vocational Rehabilitation Act.

(b) any other national, federal, state, province, or local civil or human rights law, or any other local, state, province, national or federal law, regulation or ordinance; or any law, regulation or ordinance of a foreign country, including but not limited to the Federal Republic of Germany and the United Kingdom;

(c) any action under public policy, contract, tort, common law or equity, including, but not limited to, claims based on alleged breach of an obligation or duty arising in contract or tort, such as breach of contract, fraud, quantum meruit, invasion of privacy, wrongful discharge, defamation, infliction of emotional distress, assault, battery, malicious prosecution, false imprisonment, harassment, negligence, gross negligence, and strict liability;

(d) any claim for lost, unpaid, or unequal wages, salary, or benefits, including, without limitation, any claim under the Fair Labor Standards Act, the Employee Retirement Income Security Act, the Equal Pay Act, the Texas Minimum Wage Law, the Texas Equal Pay Law, or any other local, state, or federal statute concerning classifications, wages, salary, or benefits, including calculations and deductions relating to same, as well as the employment, labor and benefits laws and regulations in all countries in addition to the United States of America, including but not limited to the United Kingdom and the Federal Republic of Germany; and

(e) any other claim regardless of the forum in which it might be brought, if any, which Executive has, might have, or might claim to have against any of the Released Parties, for any and all injuries, harm, damages, wages, benefits, salary, reimbursements, penalties, costs, losses, expenses, attorneys' fees, and/or liability or other detriment, if any, whatsoever and whenever incurred, suffered, or claimed by the Executive.

6. 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 the Released Parties in any forum or form, provided that this Release shall not affect the rights or responsibilities of the Equal Employment Opportunity Commission, or any other federal, state, or local authority with similar responsibilities (collectively, the "Commission") to enforce any employment discrimination law, and that this Release shall not shall affect the right of Executive to file a charge of discrimination with the Commission or participate in any investigation. However, Executive waives any right to participate in any payment or benefit arising from any such charge, claim, or investigation.

Executive further affirms that he/she has reported all hours worked as of the date of this Release and has been paid and/or has received all leave (paid or unpaid), compensation, wages, bonuses, commissions, and/or benefits to which 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 specifically in this Release. Executive furthermore affirms that he/she has no known workplace injuries or occupational diseases and has been provided and/or has not been denied any leave requested under the Family and Medical Leave Act.

Executive reaffirms that he or she will comply fully with Sections 7 through 9 of the CIC Agreement and that, if he or she violates such provisions, all consideration paid hereunder will be immediately due and payable back to the Company.

7. **Governing Law and Interpretation** . This Release shall be governed and conformed in accordance with the laws of the State of Texas, without regard to its conflict of laws provision. In the event the Executive or Company breaches any provision of this Release, Executive and Company affirm that either may institute an action to specifically enforce any term or terms of this Release. Should any provision of this Release 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 Release in full force and effect.

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

9. **Neutral Reference.** If contacted by another organization, the Company will only provide dates of employment and position.

10. **Non - Disparagement.** Executive agrees not to disparage, or make disparaging remarks or send any disparaging communications concerning, the Company, its reputation, its business, and/or its directors, officers and managers. Likewise the Company’s senior management agrees not to disparage, or make any disparaging remark or send any disparaging communication concerning Executive, his reputation and/or his business.

11. **Future Cooperation after Separation Date.** After separation, Executive agrees to make reasonable efforts to assist Company including but not limited to: assisting with transition duties, assisting with issues that arise after separation of employment and assisting with the defense or prosecution of any lawsuit or claim. This includes but is not limited to providing deposition testimony, attending hearings and testifying on behalf of the Company. The Company will reimburse Executive for reasonable time and expenses in connection with any future cooperation after the separation date. Time and expenses can include loss of pay or using vacation time at a future employer. The Company shall reimburse the Executive within 30 days of remittance by Executive to the Company 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.

12. Injunctive Relief. Executive agrees and acknowledges that the Company will be irreparably harmed by any breach, or threatened breach by him/her of this Agreement and that monetary damages would be grossly inadequate. Accordingly, he/she agrees that in the event of a breach, or threatened breach by him/her of this Agreement the Company 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 he/she has until [Insert Date], twenty-one (21) calendar days, to review this Release and to consult with an attorney prior to execution of this Release. Executive agrees that any modifications, material or otherwise, made to this Release do not restart or affect in any manner the original twenty-one (21) calendar day consideration period.

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

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

16. Entire Agreement . This Release sets forth the entire agreement between the parties hereto, and fully supersedes any prior obligation of the Company 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 his/her decision to accept this Release, except for those set forth in this Release.

17. HAVING ELECTED TO EXECUTE THIS AGREEMENT AND GENERAL RELEASE, TO FULFILL THE PROMISES AND TO RECEIVE THE SUMS AND BENEFITS IN SECTION 2 ABOVE, EXECUTIVE FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS RELEASE INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS HE/SHE HAS OR MIGHT HAVE AGAINST COMPANY.

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

EXECUTIVE:	**Celanese Corporation:**
By: ______________________ Sandra Beach Lin	By: ______________________
Date: ______________________	Date: ______________________

EXHIBIT B

[List of Works]

Schedule I

1. The Company entered into a Change of Control Agreement with each of Kevin J. Rogan and Miguel A. Desdin that varied from the one entered into with Sandra Beach Lin by:

(a) modifying Section 1(o) to provide, in its entirety, as follows:

"Restricted Period" shall be (i) one year from the Termination Date in the event of a Separation from Service that occurs during the Service Term (as defined hereinafter) other than in the case of an involuntary Separation from Service without Cause, (ii) in the case of an involuntary Separation from Service without Cause during the Service Term, an amount of time in whole months equal to the number of months' salary the Company agrees to provide to Executive in severance, whether paid over time or in a lump sum; and (iii) eighteen months from the Termination Date in the event of a Separation from Service following a Change In Control where Executive receives the Change In Control Payment (as defined hereinafter).

(b) modifying Section 5(b) to provide, in its entirety, as follows:

The ***"Change In Control Payment"*** shall be equal to one and one half (1.5) times the sum of (i) Executive's then current annualized base salary; and (ii) the higher of (x) Executive's Target Bonus in effect on the last day of the Fiscal Year that ended immediately prior to the year in which the Termination Date occurs, or (y) the average of the cash bonuses paid by the Company to Executive for the three Fiscal Years preceding the Termination Date.

Exhibit 10.3

CHANGE IN CONTROL AGREEMENT

This CHANGE IN CONTROL AGREEMENT (the " ***Agreement*** ") is entered into on April 1, 2008 (the " ***Effective Date*** ") by and between Celanese Corporation (the " ***Company*** ") and Curtis S. Shaw (the " ***Executive*** ").

The Company considers it essential to foster the continued employment of key management personnel. The Board of Directors of the Company (the ***"Board"***) believes that it is in the best interests of the Company and its stockholders to assure the Company will have the continued dedication of Executive, notwithstanding the possibility, threat or occurrence of a Change in Control. The Board believes it is imperative to diminish the inevitable distraction of Executive by virtue of the personal uncertainties and risks created by a pending or threatened Change in Control and to encourage Executive's full attention and dedication to the Company currently and in the event of any threatened or pending Change in Control. The Company also requests, and the Executive desires to give the Company, certain assurances with regard to the protection of Confidential Information and Intellectual Property of the Company and its Affiliates. Therefore, the Company and the Executive have entered into this Agreement.

In consideration of the premises and mutual covenants contained herein and for other good and valuable consideration, the parties agree as follows:

1. **Definitions:**

a. ***"Affiliate"*** shall mean, when used with respect to any person or entity, any other person or entity which controls, is controlled by or is under common control with the specified person or entity. As used in the immediately preceding sentence, the term "control" (with correlative meanings for "controlled by" and "under common control with") shall mean, with respect to any entity, the ownership, directly or indirectly, of fifty percent (50%) or more of the outstanding equity interests in such entity.

b. " ***Beneficial Owner*** " shall have the meaning given such term in Rule 13d-3 of the General Rules and Regulations under the Securities Exchange Act of 1934, as amended (the " ***Exchange Act*** ").

c. " ***Cause*** " shall mean (i) Executive's willful failure to perform Executive's duties hereunder (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 Executive 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) Executive's willful malfeasance or willful misconduct which is demonstrably injurious to the Company or its Affiliates, (iv) any act of fraud by Executive, (v) any material violation of the Company's code of conduct, (vi) any material violation of the Company's policies concerning harassment or discrimination, (vii) Executive's conduct that causes material harm to the business reputation of the Company or its Affiliates, or (viii) Executive's breach of the provisions of Sections 7 (Confidentiality; Intellectual Property) or 8 (Non-Competition; Non-Solicitation) of this Agreement.

d. A " ***Change In Control"*** will be deemed to have occurred for purposes hereof, upon any one of the following events: (a) any person (within the meaning of Sections 13(d) and 14(d) of the Exchange Act), other than the Company (including its subsidiaries, directors, and executive officers) has become the Beneficial Owner of thirty percent (30%) or more of the combined voting power of the Company's then outstanding common stock or equivalent in voting power of any class or classes of the Company's outstanding securities ordinarily entitled to vote in elections of directors (" ***Voting Securities*** ") (other than as a result of an issuance of securities by the Company approved by Incumbent Directors, or open market purchases approved by Incumbent Directors at the time the purchases are made); (b) individuals who constitute the Board as of the Effective Date (the ***"Incumbent Directors*** ") have ceased for any reason to constitute at least a majority thereof, provided that any person becoming a director after the Effective Date whose election, or nomination for election by the Company's stockholders, was approved by a majority of the directors comprising the Incumbent Board, either by a specific vote or by approval of the proxy statement of the Company in which such person is named as a nominee for director without objection to such nomination shall be an Incumbent Director; provided, however, that no individual initially elected or nominated as a director of the Company as a result of an actual or threatened election contest with respect to the election or removal of directors (" ***Election Contest*** ") or other actual or threatened solicitation of proxies or consents by or on behalf of any Person other than the Board (" ***Proxy Contest*** "), including by reason of any agreement intended to avoid or settle any Election Contest or Proxy Contest, shall be deemed an Incumbent Director; (c) the stockholders of the Company approve a reorganization, merger, consolidation, statutory share exchange or similar form of corporate transaction, or the sale or other disposition of all or substantially all of the Company's assets (a " ***Transaction*** "), unless immediately following such Transaction, (i) all or substantially all of the Persons who were the Beneficial Owners of the Voting Securities outstanding immediately prior to such Transaction are the Beneficial Owners of more than 50% of the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors of the entity resulting from such Transaction (including, without limitation, an entity which as a result of such Transaction owns the Company or all or substantially all of the Company's assets or stock either directly or through one or more subsidiaries, the " ***Surviving Entity*** ") in substantially the same proportions as their ownership, immediately prior to such Transaction, of the Voting Securities, (ii) no Person is the Beneficial Owner of 30% or more of the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors of the Surviving Entity, and (iii) at least a majority of the members of the board of directors of the Surviving Entity are Incumbent Directors; or (d) approval by the Company's stockholders of a complete liquidation and dissolution of the Company.

However, if in any circumstance in which the foregoing definition would be operative and with respect to which the income tax under Section 409A of the Code would apply or be imposed, but where such tax would not apply or be imposed if the meaning of the term "Change in Control" met the requirements of Section 409A(a)(2)(A)(v) of the Code, then the term "Change in Control" herein shall mean, but only for the transaction so affected, a "change in control event" within the meaning of Treas. Reg. §1.409A–3(i)(5).

e. ***"Change In Control Protection Period"*** shall mean that period commencing on the date that the Company or a third party publicly announces an event that, if consummated, would constitute a Change In Control and ending (i) on the date that the circumstances giving rise to the announcement of the event are abandoned or withdrawn, or (ii) if such transaction is consummated, two years after the Change In Control.

f. ***"COBRA"*** shall mean those provisions of the Consolidated Omnibus Budget Reconciliation Act of 1986, as amended, related to continuation of group health and dental plan coverage as set forth in Code section 4980B.

g. " ***Code*** " shall mean the Internal Revenue Code of 1986, as amended from time to time.

h. ***"Competitive Business"*** shall mean businesses that compete with products and services offered by the Company in those countries where the Company or any of its Affiliates manufactures, produces, sells, leases, rents, licenses or otherwise provides its products or services during the two (2) years preceding the Termination Date (including, without limitation, businesses which the Company or its Affiliates have specific plans to conduct in the future that were disclosed or made available to Executive), provided that, if Executive's duties were limited to particular product lines or businesses during such period, the Competitive Business shall be limited to those product lines or businesses in those countries for which the Executive had such responsibility.

i. ***"Confidential Information"*** shall mean any non-public, proprietary or confidential information, including without limitation trade secrets, know-how, research and development, software, databases, inventions, processes, formulae, technology, designs and other intellectual property, information concerning finances, investments, profits, pricing, costs, products, services, vendors, customers, clients, partners, investors, personnel, compensation, benefits, recruiting, training, advertising, sales, marketing, promotions, government and regulatory activities and approvals concerning the past, current or future business, activities and operations of the Company, its Affiliates and/or any third party that has disclosed or provided any of same to the Company or its Affiliates on a confidential basis. "Confidential Information" also includes any information designated as a trade secret or proprietary information by operation of law or otherwise, but shall not be limited by such designation. "Confidential Information" shall not include any information that is (i) generally known to the industry or the public other than as a result of Executive's breach of this covenant; (ii) made legitimately available to Executive by a third party without breach of any confidentiality obligation; or (iii) required by law to be disclosed; provided that Executive shall give prompt written notice to the Company of such requirement, disclose no more information than is so required, and cooperate with any attempts by the Company to obtain a protective order or similar treatment.

j. " ***Controlled Group"*** shall mean all corporations or business entities that are, along with the Company, members of a controlled group of corporations or businesses, as defined in Code Sections 414(b) and 414(c), except that the language "at least 50 percent" is used instead of "at least 80 percent" in applying the rules of Code Sections 414(b) and 414(c).

k. ***"Fiscal Year"*** shall mean the fiscal year of the Company.

l. ***"Good Reason"*** shall mean any of the following conditions which occurs without the consent of the Executive: (i) a material diminution in the Executive's base salary or annual bonus opportunity; (ii) a material diminution in the Executive's authority, duties, or responsibilities (including status, offices, titles and reporting requirements); (iii) a material change in the geographic location at which the Executive must perform his duties; (iv) failure of the Company to pay compensation or benefits when due, or (v) any other action or inaction that constitutes a material breach by the Company of this Agreement. The conditions described above will not constitute "Good Reason" unless the Executive provides written notice to the Company of the existence of the condition described above within 90 days after the initial existence of such condition. In addition, the conditions described above will not constitute "Good Reason" unless the Company fails to remedy the condition within a period of thirty (30) days after receipt of the notice described in the preceding sentence. If the Company fails to remedy the condition within the period referred to in the preceding sentence, Executive may terminate his employment with the Company for "Good Reason" within in the next thirty (30) days following the expiration of the cure period.

m. ***"Notice of Termination"*** shall mean a notice which shall indicate the general reasons for the termination employment and the circumstances claimed to provide a basis for termination of employment or other Separation of Service under the provision so indicated.

n. ***"Person"*** shall mean any person, firm, partnership, joint venture, association, corporation or other business organization, entity or enterprise whatsoever.

o. ***"Restricted Period"*** shall be (i) one year from the Termination Date in the event of a Separation from Service that occurs during the Service Term (as defined hereinafter) other than in the case of an involuntary Separation from Service without Cause, (ii) in the case of an involuntary Separation from Service without Cause during the Service Term, an amount of time in whole months equal to the number of months' salary the Company agrees to provide to Executive in severance, whether paid over time or in a lump sum; and (iii) two years from the Termination Date in the event of a Separation from Service following a Change In Control where Executive receives the Change In Control Payment (as defined hereinafter).

p. ***"Separation from Service*** " shall mean an event after which the Executive shall no longer provide services to the members of the Controlled Group, whether voluntarily or involuntarily as determined by the Committee (as hereafter defined) in accordance with Treas. Reg. §1.409A-1(h)(1). A Separation from Service shall occur when Executive has experienced a termination of employment from the members of the Controlled Group. Executive shall be considered to have experienced a termination of employment when the facts and circumstances indicate that the Executive and the Company reasonably anticipate that either (i) no further services will be performed for the members of the Controlled Group after a certain date, or (ii) that the level of bona fide services the Executive will perform for the members of the Controlled Group after such date (whether as an employee or as an independent contractor) will permanently decrease to no more than 20% of the average level of bona fide services performed by such Executive (whether as an employee or an independent contractor) over the immediately preceding 36-month period (or the full period of services to the members of the Controlled Group if the Executive has been providing services to the members of the Controlled Group less than 36 months). If Executive is on military leave, sick leave, or other bona fide leave of absence, the employment relationship between the Executive and the members of the Controlled Group shall be treated as continuing intact, provided that the period of such leave does not exceed 6 months, or if longer, so long as the Executive retains a right to reemployment with the members of the Controlled Group under an applicable statute or by contract. If the period of a military leave, sick leave, or other bona fide leave of absence exceeds 6 months and the Executive does not retain a right to reemployment under an applicable statute or by contract, the employment relationship shall be considered to be terminated for purposes of this Agreement as of the first day immediately following the end of such 6-month period. In applying the provisions of this paragraph, a leave of absence shall be considered a bona fide leave of absence only if there is a reasonable expectation that the Executive will return to perform services for any members of the Controlled Group.

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

q. ***"Target Bonus"*** shall mean the target bonus for Executive under any annual bonus plan in effect from time to time as determined by the Compensation Committee (the ***"Committee"***) or the Board.

r. ***"Termination Date"*** shall mean the date upon which a Separation from Service with respect to an Executive occurs.

2. **Term of Change In Control Agreement** .

a. This Agreement shall be for an initial term (the " ***Initial Term*** ") of two years and shall continue to renew for consecutive two year terms thereafter (a " ***Renewal Term*** "), unless either party shall give written notice to the other (a " ***Notice of Non-Renewal*** ") that such agreement shall not renew at least ninety days prior to the expiration of the Initial Term or Renewal Term then in effect. Notwithstanding the foregoing, the Company may not give a Notice of Non-Renewal during the Change In Control Protection Period.

b. This Agreement, except those provisions which shall survive under Section 11(k), shall terminate upon the termination of Executive's employment for any reason other than the termination of Executive's employment during the Change In Control Protection Period (x) by the Company without Cause or (y) by the Executive with Good Reason. No payment under this Agreement will be due to Executive upon termination of Executive's employment for any reason other than as specified in (x) or (y) above.

3. **Executive's Incumbent Position** .

a. Unless notified otherwise by the Chief Executive Officer of the Company or the Board, Executive shall serve as Executive Vice President, General Counsel & Corporate Secretary (***"Executive's Incumbent Position")*** . In such position, Executive shall have such duties and authority as shall be determined from time to time by the Chief Executive Officer and the Board. If requested, Executive shall also serve as a member of the Board without additional compensation. The period during which the Executive shall be employed by the Company shall be called the " ***Service Term*** ."

b. Except as provided in Section 5, (i) either Company or Executive may terminate the employment relationship at any time, with or without Cause or Good Reason, (ii) this Agreement shall not be construed as giving the Executive any right to be retained in the employ of the Company or its Affiliates, (iii) the Company may at any time terminate the Executive free from any liability of any claim under this Agreement, except as expressly provided herein; and (iv) the Company may demote Executive at any time in its absolute and sole discretion without liability to the Executive.

c. During the Service Term, Executive will devote Executive's full business time and best efforts to the performance of Executive's duties hereunder and will not engage in any other business, profession or occupation for compensation or otherwise which would conflict or interfere with the rendition of such services either directly or indirectly, without the prior written consent of the Board; provided that nothing herein shall preclude Executive, (i) subject to the prior approval of the Board, from accepting appointment to or continuing to serve on any board of directors or trustees of any business corporation or any charitable organization or (ii) from participating in charitable activities or managing personal investments; provided in each case, and in the aggregate, that such activities do not conflict or interfere with the performance of Executive's duties hereunder or conflict with Sections 7 or 8. Executive shall promote the goodwill of the Company with its employees, customers, stockholders, vendors, and the general public. During the Service Term, reasonable business expenses incurred by Executive in the performance of Executive's duties hereunder and to support the goodwill and business relationships of the Company shall be reimbursed by the Company in accordance with Company policies.

4. **Obligations of the Company upon Change In Control with Respect to Long-Term Incentive Awards and Deferred Compensation.**

The effect of a change in control on any long-term incentive awards (cash or equity) or deferred compensation previously granted to the Executive under the 2008 Deferred Compensation Plan, 2004 Stock Incentive Plan or the 2004 Deferred Compensation Plan, as amended, (the " ***Long-Term Incentive Awards*** ") shall be governed by the terms and conditions of the applicable individual award agreements or deferral agreements and the Celanese Corporation 2008 Deferred Compensation Plan, the 2004 Stock Incentive Plan or the 2004 Deferred Compensation Plan, as amended (collectively, the " ***Long-Term Incentive Award Agreements*** "), and shall not be governed by this Agreement.

5. **Termination of Employment Connected with a Change In Control.**

a. Upon Executive's Separation from Service during the Change In Control Protection Period, Executive shall receive the Change In Control Payment if and only if the following conditions occur:

(i) The Change In Control is consummated;

(ii) Executive is employed in the Executive Incumbent Position or some substantially equivalent or higher position for the Company as of the commencement of the Change In Control Protection Period;

(iii) Executive's employment is terminated either by the Company without Cause or by the Executive with Good Reason such that a Separation from Service occurs;

(iv) Within fifty (53) days after both conditions in Sections 5(a)(i) and 5(a)(iii), or at the expiration of twenty-one (21) days following the presentation of the release, Executive executes a release of all claims, known or unknown, against the Company, its Affiliates, and their respective agents in a form satisfactory to the Company similar to that attached hereto as Exhibit A and does not timely revoke such release before the expiration of seven days following his or her execution of the release; and

(v) Within fifty (53) days after both conditions in Sections 5(a)(i) and 5(a)(iii), Executive reaffirms in writing in a manner satisfactory to the Company his or her obligations under Sections 7 and 8 of this Agreement.

b. The ***"Change In Control Payment"*** shall be equal to two times the sum of (i) Executive's then current annualized base salary; and (ii) the higher of (x) Executive's Target Bonus in effect on the last day of the Fiscal Year that ended immediately prior to the year in which the Termination Date occurs, or (y) the average of the cash bonuses paid by the Company to Executive for the three Fiscal Years preceding the Termination Date.

c. The Change In Control Payment shall be paid in a single lump sum to Executive six (6) months and one day after the Executive's Termination Date, together with interest at the rate provided in Section 1274(b)(2)(B) of the Code.

d. Provided that (i) all of the conditions in Section 5(a) are met, (ii) Executive makes a timely COBRA election, and (iii) Executive has complied in all material respects with regard to the obligations of Sections 7 and 8 of this Agreement, if the Executive timely remits to the Company the applicable "COBRA" premiums for such coverage, the Company will continue to provide group health and dental coverage under the Company's medical plan for Executive and his or her dependents during the Restricted Period; and will reimburse Executive for all premiums paid by Executive for such continued coverage. Such reimbursements will be made within thirty (30) days after Executive's payment of such premiums (or submission of a request for reimbursement and satisfactory proof of such payment) but in no event later than on or before the last day of the Executive's tax year following the tax year in which the expense was incurred. The amount of COBRA premiums and health and dental expenses eligible for reimbursement during Executive's tax year may not affect the COBRA premiums and health and dental expenses eligible for reimbursement in any other tax year.

e. Certain Further Payments Due Executive

(i) In the event that any amount or benefit paid or distributed to Executive pursuant to this Agreement and/or any amounts or benefits otherwise paid or distributed to Executive by the Company that are treated as parachute payments under Section 280G of the Code (such payments, collectively, the " **Covered Payments** "), are or become subject to the tax imposed under Section 4999 of the Code or any similar tax that may hereafter be imposed (the " **Excise Tax** "), the Company will pay to Executive an additional amount (the " **Tax Reimbursement Payment** "), such that the net amount retained by Executive with respect to such Covered Payments, after deduction of any Excise Tax (as well as any penalties and interest thereon) on the Covered Payments and any Federal, state and local income tax, payroll tax, and Excise Tax on the Tax Reimbursement Payment provided for by this subsection (e), but before deduction for any Federal, state or local income or employment tax withholding on such Covered Payments, will be equal to the amount of the Covered Payments, together with an amount equal to the product of any deductions disallowed to Executive for federal, state, or local income tax purposes because of the inclusion of the Tax Reimbursement Payment in Executive's adjusted gross income multiplied by the highest applicable marginal rate of federal, state, or local income taxation, respectively, for the calendar year in which the Tax Reimbursement Payment is to be made. The time for payment of the Tax Reimbursement Payment is set forth in subsection (e)(v) below. The Tax Reimbursement Payment is intended to place the Executive in the same position he would have been in if the Excise Tax did not apply.

(ii) For purposes of determining whether any of the Covered Payments will be subject to the Excise Tax and the amount of such Excise Tax,

(A) such Covered Payments will be treated as "parachute payments" within the meaning of Section 280G of the Code, and all "parachute payments" in excess of the "base amount" (as defined under Section 280G(b)(3) of the Code) will be treated as subject to the Excise Tax, unless, and except to the extent that, in the good faith judgment of a public accounting firm appointed by the Company or tax counsel selected by such accounting firm (the " **Accountants** "), the Company has a reasonable basis to conclude that such Covered Payments (in whole or in part) either do not constitute "parachute payments" or represent reasonable compensation for personal services actually rendered (within the meaning of Section 280G(b)(4)(B) of the Code) in excess of the "base amount," or such "parachute payments" are otherwise not subject to such Excise Tax; and

(B) the value of any non-cash benefits or any deferred payment or benefit will be determined by the Accountants in accordance with the principles of Section 280G of the Code.

(iii) For purposes of determining the amount of the Tax Reimbursement Payment, Executive will be deemed to pay:

(A) Federal income taxes at the highest applicable marginal rate of Federal income taxation for the calendar year in which the Tax Reimbursement Payment is to be made; and

(B) any applicable state and local income taxes at the highest applicable marginal rate of taxation for the calendar year in which the Tax Reimbursement Payment is to be made, net of the maximum reduction in Federal income taxes which could be obtained from the deduction of such state or local taxes if paid in such year.

(iv) In the event that the Excise Tax amount, if any, initially determined to be payable to the United States Treasury Department pursuant to this subsection

(e) is later determined by the Accountants or pursuant to any proceeding or negotiations with the Internal Revenue Service to exceed the amount taken into account hereunder at the time the Tax Reimbursement Payment was initially determined (including, but not limited to, by reason of any payment the existence or amount of which could not be determined at the time of the Tax Reimbursement Payment), the Company will make an additional Tax Reimbursement Payment, in respect of such excess (including making a full Tax Reimbursement Payment in the event of an initial determination that no Excise Tax amount was due) (as well as any interest or penalty payable with respect to such payment) at the time specified in subsection (e)(v) below.

In the event that the Excise Tax is subsequently determined by the Accountants or pursuant to any proceeding or negotiations with the Internal Revenue Service to be less than the amount taken into account under this subsection (e) in calculating the Tax Reimbursement Payment made, Executive will repay to the Company, at the time specified in subsection (e)(v) below, the portion of such prior Tax Reimbursement Payment that would not have been paid if the amount of the Excise Tax had been accurately calculated in determining such Tax Reimbursement Payment, plus interest on the amount of such repayment at the rate provided in Section 1274(b)(2)(B) of the Code. Notwithstanding the foregoing, in the event any portion of the Tax Reimbursement Payment to be refunded to the Company has been paid to any Federal, state or local tax authority, repayment thereof will not be required until actual refund or credit of such portion has been made to Executive, and interest payable to the Company will not exceed interest received or credited to Executive by such tax authority for the period it held such portion. Executive and the Company will mutually agree upon the course of action to be pursued (and the method of allocating the expenses thereof) if Executive’s good faith claim for refund or credit is denied (in whole or in part); provided that Executive will remain responsible to repay the Company for any such unrefunded Tax Reimbursement Payments to the extent Executive ultimately prevails in such claim.

(v) The Tax Reimbursement Payment (or portion thereof) provided for in this subsection (e) will be paid to Executive within 5 days after Executive remits the Excise Tax to the Internal Revenue Service but no later than the end of the Executive’s tax year following the tax year in which the Executive remits the Excise Tax to the Internal Revenue Service. Further, in the event that the initial Tax Reimbursement Payment was too little and additional Tax Reimbursement Payments are subsequently determined to be payable to Executive pursuant to subsection (e)(iv) above, such Tax Reimbursement Payment or additional Tax Reimbursement Payment amount will be made by the Company to Executive within 5 days after the date that Executive remits such portion to the Internal Revenue Service, but no later than the end of the Executive’s tax year following the tax year in which the Executive remits such portion to the Internal Revenue Service. In the event that the amount of the estimated Tax Reimbursement Payment exceeds the amount subsequently determined to have been due, subject to the provisions of subsection (e)(iv), such excess will be payable by Executive to the Company on the fifth (5th) business day after written demand by the Company for payment (together with interest at the rate provided in Section 1274(b)(2)(B) of the Code). Company will reimburse the Executive for any interest, penalties or surcharge that may be imposed on the Executive in connection with any Excise Tax (including a reimbursement of any additional taxes imposed as a result of the reimbursement of any such interest, penalties or surcharge) within 5 days after payment by the Executive, but in no event later than on or before the last day of the Executive’s tax year following the tax year in which the interest, penalties, surcharge or other taxes are imposed, such reimbursement obligation shall remain in effect during the applicable statute of limitations relating to any such interest, penalties or surcharge (but in no event shall remain in effect for longer than 10 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.

(vi) The Tax Reimbursement Payment due under this subsection (e) shall not exceed two million dollars ($2,000,000).

(vii) If the amount of the Covered Payments is equal to or less than 110% of the product of 2.99 and Executive's applicable "base amount" (as such term is defined for purposes of Section 4999 of the Code), the Covered Payments under this Agreement or otherwise shall be reduced by the minimum amount necessary so that none of the Covered Payments are subject to the excise tax under Section 4999 of the Code; provided, however, that this subsection (e)(vii) shall not apply if, even after all Covered Payments due hereunder are reduced to zero, the value of the Covered Payments would still be subject to the excise tax under Section 4999 of the Code, in which case no reduction of any Covered Payments shall be made.

f. Notwithstanding any provision of this Agreement to the contrary, if Executive is a "Specified Employee" within the meaning of Treasury Regulation §1.409A-1(i) and if any payment under this Agreement provides for a "deferral of compensation" within the meaning of Treasury Regulation §1.409A-1(b) and if such payment would otherwise occur before the date that is six (6) months after the Executive's Termination Date, then such payment shall be delayed and shall occur on the date that is six (6) months and one (1) day after the Termination Date (or, if earlier, the date of the Executive's death), together with interest at the rate provided in Section 1274(b)(2)(B) of the Code.

6. **Exclusivity of Benefits.** Executive acknowledges that this Agreement supercedes and replaces all prior agreements or understandings Executive may have with the Company with respect to compensation or benefits that may become payable in connection with or as a result of a change in control of the Company, whether or not such change in control constitutes a Change In Control, including any provisions contained in any employment agreement, offer letter or change in control agreement, except benefits under the Letter Agreement elected pursuant to the following paragraph and with respect to any Long-Term Incentive Awards which shall be governed by the terms of the Long-Term Incentive Award Agreements. This Agreement also describes all payments and benefits that the Company shall be obligated to provide to Executive upon Executive's Separation from Service during a Change In Control Protection Period and shall constitute Executive's agreement to waive any rights to payment under the Celanese Americas Separation Pay Plan, any similar or successor plan adopted by the Company, and any other term of employment contained in any employment agreement, offer letter, change in control agreement or otherwise (other than benefits to which he/she may be entitled, if any: (i) under any Celanese plan qualified under Section 401(a) of the Internal Revenue Code, including the Celanese Americas Retirement Pension Plan and Celanese Americas Retirement Savings Plan; and (ii) under the 2008 Celanese Deferred Compensation Plan) to the extent that the circumstances giving right to such right to payment would constitute a Separation of Service during a Change In Control Protection Period.

The parties hereto acknowledge the existence of that certain letter agreement, dated March 18, 2005, between Celanese and Executive (the "Letter Agreement"). The parties hereto further acknowledge that the Letter Agreement continues to be legal, valid, binding, and enforceable in accordance with its terms. In addition, notwithstanding anything to the contrary set forth in this Agreement, the parties hereto acknowledge that Executive may, at any time, and from time to time, elect to enforce his rights pursuant to the Letter Agreement instead of enforcing his rights pursuant to this Agreement, in which case the Letter Agreement shall survive and govern, and this Agreement shall cease to be effective, except with respect to Sections 7, 8, and 9 of this Agreement which shall be effective as of the date hereof and shall survive any such election by Executive.

7. **Confidentiality; Intellectual Property.**

a. Confidentiality.

(i) Based upon the assurances given by the Executive in this Agreement, the Company will provide Executive with access to its Confidential Information. Executive hereby reaffirms that all Confidential Information received by Executive prior to the termination of this Agreement is the exclusive property of the Company and Executive releases any individual claim to the Confidential Information.

(ii) Executive will not at any time (whether during or after Executive's employment with the Company) (x) retain or use for the benefit, purposes or account of Executive or any other Person; or (y) disclose, divulge, reveal, communicate, share, make available, transfer or provide access to any Person outside the Company (other than its professional advisers who are bound by confidentiality obligations), any Confidential Information without the prior written authorization of the Board.

(iii) Upon termination of Executive's employment with the Company for any reason, Executive shall (x) cease and not thereafter commence use of any Confidential Information or intellectual property (including without limitation, any patent, invention, copyright, trade secret, trademark, trade name, logo, domain name or other source indicator) owned or used by the Company or its Affiliates; (y) immediately destroy, delete, or return to the Company, at the Company's option, all originals and copies in any form or medium (including memoranda, books, papers, plans, computer files, letters and other data) in Executive's possession or control (including any of the foregoing stored or located in Executive's office, home, laptop or other computer, whether or not Company property) that contain Confidential Information or otherwise relate to the business of the Company or its Affiliates, except that Executive may retain only those portions of any personal notes, notebooks and diaries that do not contain any Confidential Information; and (z) notify and fully cooperate with the Company regarding the delivery or destruction of any other Confidential Information of which Executive is or becomes aware.

(iv) If Executive has previously entered into any confidentiality or non-disclosure agreements with any former employer, Executive hereby represents and warrants that such confidentiality and/or non-disclosure agreement or agreements have been fully disclosed and provided to the Company prior to commencing employment with the Company.

b. Intellectual Property.

(i) If Executive has created, invented, designed, developed, contributed to or improved any works of authorship, inventions, intellectual property, materials, documents or other work product (including without limitation, research, reports, software, databases, systems, applications, presentations, textual works, content, or audiovisual materials) (" ***Works*** "), either alone or with third parties, prior to Executive's employment by the Company, that are relevant to or implicated by such employment (" ***Prior Works*** "), Executive hereby grants the Company a perpetual, non-exclusive, royalty-free, worldwide, assignable, sublicensable license under all rights and intellectual property rights (including rights under patent, industrial property, copyright, trademark, trade secret, unfair competition and related laws) therein for all purposes in connection with the Company's current and future business. A list of all such Works as of the date hereof is attached hereto as ***Exhibit B*** .

(ii) If Executive creates, invents, designs, develops, contributes to or improves any Works, either alone or with third parties, at any time during Executive's employment by the Company and within the scope of such employment and/or with the use of any of the Company resources (" ***Company Works*** "), Executive shall promptly and fully disclose same to the Company and hereby irrevocably assigns, transfers and conveys, to the maximum extent permitted by applicable law, all rights and intellectual property rights therein (including rights under patent, industrial property, copyright, trademark, trade secret, unfair competition and related laws) to the Company to the extent ownership of any such rights does not vest originally in the Company.

(iii) Executive agrees to keep and maintain adequate and current written records (in the form of notes, sketches, drawings, and any other form or media requested by the Company) of all Company Works. The records will be available to and remain the sole property and intellectual property of the Company at all times.

(iv) Executive shall take all requested actions and execute all requested documents (including any licenses or assignments required by a government contract) at the Company's expense (but without further remuneration) to assist the Company in validating, maintaining, protecting, enforcing, perfecting, recording, patenting or registering any of the Company's rights in the Prior Works and Company Works. If the Company is unable for any other reason to secure Executive's signature on any document for this purpose, then Executive hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Executive's agent and attorney in fact, to act for and in Executive's behalf and stead to execute any documents and to do all other lawfully permitted acts in connection with the foregoing.

(v) Executive shall not improperly use for the benefit of, bring to any premises of, divulge, disclose, communicate, reveal, transfer or provide access to, or share with the Company any confidential, proprietary or non-public information or intellectual property relating to a former employer or other third party without the prior written permission of such third party. Executive hereby indemnifies, holds harmless and agrees to defend the Company and its officers, directors, partners, employees, agents and representatives from any breach of the foregoing covenant. Executive shall comply with all relevant policies and guidelines of the Company, including regarding the protection of confidential information and intellectual property and potential conflicts of interest. Executive acknowledges that the Company may amend any such policies and guidelines from time to time, and that Executive remains at all times bound by their most current version.

c. In the event Executive leaves the employ of the Company, Executive hereby grants consent to notification by the Company to any subsequent employer about Executive's rights and obligations under this Agreement.

8. **Non-Competition; Non-Solicitation.**

a. Executive acknowledges and recognizes the highly competitive nature of the businesses of the Company and its Affiliates and accordingly agrees as follows:

(i) During the Service Term and for the Restricted Period, Executive will not, whether on Executive's own behalf or on behalf of or in conjunction with any Person, directly or indirectly solicit or assist in soliciting in competition with the Company or its Affiliates, the business of any customer, prospective customer, client or prospective client:

(A) with whom Executive had personal contact or dealings on behalf of the Company or its Affiliates during the one year period preceding the termination of Executive's employment;

(B) with whom employees directly or indirectly reporting to Executive have had personal contact or dealings on behalf of the Company or its Affiliates during the one-year immediately preceding the termination of Executive's employment; or

(C) for whom Executive had direct or indirect responsibility during the one year period immediately preceding the termination of Executive's employment.

(ii) During the Restricted Period, Executive will not directly or indirectly:

(A) engage in any Competitive Business;

(B) enter the employ of, or render any services to, any Person (or any division or controlled or controlling affiliate of any Person) who or which engages in a Competitive Business;

(C) acquire a financial interest in, or otherwise become actively involved with, any Competitive Business, directly or indirectly, as an individual, partner, stockholder, officer, director, principal, agent, trustee or consultant; or

(D) interfere with, or attempt to interfere with, business relationships (whether formed before, on or after the date of this Agreement) between the Company or any of its Affiliates and customers, clients, suppliers partners, members or investors of the Company or its Affiliates.

(iii) Notwithstanding anything to the contrary in this Agreement, Executive may directly or indirectly own, solely as an investment, securities of any Person engaged in the business of the Company or its Affiliates which are publicly traded on a national or regional stock exchange or on the over-the-counter market if Executive (i) is not a controlling Person of, or a member of a group which controls, such Person and (ii) does not, directly or indirectly, own 5% or more of any class of securities of such Person.

(iv) During the Restricted Period, Executive will not, whether on Executive's own behalf or on behalf of or in conjunction with any Person, directly or indirectly:

(A) solicit, interview, encourage, or take any other action that would tend to influence in any manner any employee of the Company or its Affiliates to leave the employment of the Company or its Affiliates (other than as a result of a general advertisement of employment made by Executive's subsequent employer or business, not directed at any such employee); or

(B) hire any such employee who was employed by the Company or its Affiliates as of the Termination Date or who left the employment of the Company or its Affiliates coincident with, or within one year prior to or after, the Termination Date.

(v) During the Restricted Period, Executive will not, directly or indirectly, solicit or encourage any consultant then under contract with the Company or its Affiliates to cease to work with the Company or its Affiliates.

b. It is expressly understood and agreed that although Executive and the Company consider the restrictions contained in this Section 8 to be reasonable, if a final judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in this Agreement is an unenforceable restriction against Executive, the provisions of this Agreement shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any court of competent jurisdiction finds that any restriction contained in this Agreement is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

c. Prior to the commencement thereof, Executive will provide written notice to the Company of any employment or other activity that would potentially violate the provisions of Sections 7 or 8 and, if Executive wishes to do so, Executive may ask the Board to modify or waive the protections of this Section 8, but nothing in this Agreement shall limit in any manner the Board's absolute discretion not to do so.

9. **Enforcement of Promises Concerning the Protection of the Company's Confidential Information and Goodwill.** Executive acknowledges and agrees that the Company's remedies at law for a breach or threatened breach of any of the provisions of Section 7 or Section 8 would be inadequate and the Company would suffer irreparable damages as a result of such breach or threatened breach. In recognition of this fact, Executive agrees that, in the event of such a breach in or threatened breach, in addition to any remedies at law, the Company, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available. In addition, and without limiting the Company's ability to obtain such equitable relief, Executive shall not be entitled to any Change In Control Payment if Executive materially violates the provisions of Sections 7 or 8 and, to the extent that such payments have already been made, Executive shall repay all Change In Control Payments immediately upon demand by the Company.

10. **Section 409A Acknowledgement and Release** . Executive understands that payments under this Agreement are potentially subject to Section 409A of the Code and that if this Agreement does not satisfy an exception to Code Section 409A or does not comply with the requirements of Section 409A and the applicable guidance thereunder, then Executive may incur adverse tax consequences under Section 409A. Executive acknowledges and agrees that (a) Executive is solely responsible for all obligations arising as a result of the tax consequences associated with payments under this Agreement including, without limitation, any taxes, interest or penalties associated with Section 409A, (b) Executive is not relying upon any written or oral statement or representation by the Company or any Affiliate thereof, or any of their respective employees, directors, officers, attorneys or agents (collectively, the " ***Company Parties*** ") regarding the tax effects associated with the execution of this Agreement and the payment under this Agreement, and (c) in deciding to enter into this Agreement, Executive is relying on his or her own judgment and the judgment of the professionals of his or her choice with whom Executive has consulted. Executive hereby releases, acquits and forever discharges the Company Parties from all actions, causes of actions, suits, debts, obligations, liabilities, claims, damages, losses, costs and expenses of any nature whatsoever, known or unknown, on account of, arising out of, or in any way related to the tax effects associated with the execution of this Agreement and any payment hereunder.

11. **Miscellaneous** .

a. Governing Law; Jurisdiction; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of laws principles thereof. Any action concerning or relating to this Agreement shall be filed only in the federal and state courts sitting in Dallas County, Texas.

b. Entire Agreement; Amendments. This Agreement and the Letter Agreement contain the entire understanding of the parties with respect to any Change In Control or the subject matter of this Agreement, provided however, that the effects of a change in control pursuant to the Long-Term Incentive Award Agreements shall be governed by the terms of such agreements and shall not be affected by this Agreement.

c. No Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement, or any term of any agreement with any other employee, on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

d. Severability. In the event that any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

e. Assignment. This Agreement, and all of Executive's rights and duties hereunder, shall not be assignable or delegable by Executive. Any purported assignment or delegation by Executive in violation of the foregoing shall be null and void ab initio and of no force and effect. This Agreement may be assigned, in whole or in part, by the Company to a Person which is an Affiliate or a successor in interest to all or a substantial part of the business operations of the Company. Upon such assignment, the rights and obligations of the Company hereunder shall become the rights and obligations of such Affiliate or successor Person.

f. Successors; Binding Agreement. This Agreement shall inure to the benefit of and be binding upon personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

g. Notice. For the purpose of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered by hand or overnight courier or three days after it has been mailed by United States registered mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth below in this Agreement, or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notice of change of address shall be effective only upon receipt.

If to the Company:

1601 West LBJ Freeway
Dallas, TX 75234-6034
Attention: Senior Vice President - Human Resources

If to Executive:

Executive's home address as set forth in the personnel records of the Company

h. Cooperation. Executive shall provide Executive's reasonable cooperation in connection with any action or proceeding (or any appeal from any action or proceeding) which relates to events occurring during Executive's employment hereunder.

i. Withholding Taxes. The Company may withhold from any amounts payable under this Agreement such Federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

j. Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

k. Survival. The provisions of Sections 1 and 7 through 9 of this Agreement shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

EXECUTIVE:	**Celanese Corporation:**
By: ______________________	By: ______________________
Curtis S. Shaw	
Date: ______________________	Date: ______________________

EXHIBIT A

FORM OF GENERAL RELEASE AGREEMENT

AGREEMENT AND GENERAL RELEASE

Celanese Corporation and its Affiliates (the “Company”), 1601 West LBJ Freeway, Dallas, Texas 75234 and Curtis S. Shaw, his or her heirs, executors, administrators, successors, and assigns (“Executive”), enter into this Agreement and General Release (the “Release”) and agree as follows:

1. **Last Day of Employment (Separation Date)** . The last day of employment with the Company is [Insert Date] (the “Separation Date”).

2. **Consideration** . In consideration for signing this Release and compliance with the promises made herein, Company and Executive agree:

a. **Change In Control Payment.** The Company will pay the Change In Control Payment, as defined in the Change In Control Agreement between the Company and Executive dated on or about April 1, 2008 (the “CIC Agreement”) [1] and provide the reimbursements set forth in the CIC Agreement. Executive agrees that such payments are the exclusive payments due to Executive arising out of the separation of Executive’s employment.

b. **Unused Vacation.** The Company will pay to Executive wages for prorated unused vacation as of the Separation Date.

c. **Benefits.** The Executive shall be entitled to elect to continue group health and dental coverage under COBRA and shall be reimbursed for such premiums as provided in the CIC Agreement. Executive’s rights in any other employee benefit plans of the Company will be as provided in the relevant plan documents.

3. **No Consideration Absent Execution of this Agreement** . Executive understands and agrees that he/she would not receive the consideration specified in Paragraph “2” above, unless the Executive signs this Agreement and General Release on the signature page without having revoked this Release pursuant to paragraph 14 below and the fulfillment of the promises contained herein.

4. **General Release of Claims** . Executive knowingly and voluntarily releases and forever discharges the Company and its Affiliates, together with its predecessors, successors and assigns and the current and former employees, officers, directors and agents thereof (collectively, the “Released Parties”), of and from any and all claims, known and unknown, asserted and unasserted, Executive has or may have as of the date of execution of this Release to the full extent permitted by law, in all countries and jurisdictions in which the Released Parties conduct their respective business, including but not limited to the United States of America.

5. Executive acknowledges and agrees that he/she has been paid all amounts owed to Executive as compensation, whether in the form of salary, bonus, equity compensation, benefits or otherwise. The release in Section 4 of this Release includes, but is not limited to, any alleged violation of the following, as may be amended or in effect:

---

[1] **All capitalized terms shall have the same meaning as set forth in the CIC Agreement, unless otherwise stated.**

(a) any action arising under or relating to any federal or state statute or local ordinance, such as:

- Title VII of the Civil Rights Act of 1964;
- The Civil Rights Act of 1991;
- Sections 1981 through 1988 of Title 42 of the United States Code;
- The Employee Retirement Income Security Act of 1974;
- The Immigration Reform and Control Act;
- The Family and Medical Leave Act;
- The Americans with Disabilities Act of 1990;
- The Age Discrimination in Employment Act of 1967;
- The Workers Adjustment and Retraining Notification Act;
- The Occupational Safety and Health Act;
- The Sarbanes-Oxley Act of 2002;
- The Texas Commission on Human Rights Act;
- The Texas Minimum Wage Law;
- Equal Pay Law for Texas; and
- The Vocational Rehabilitation Act.

(b) any other national, federal, state, province, or local civil or human rights law, or any other local, state, province, national or federal law, regulation or ordinance; or any law, regulation or ordinance of a foreign country, including but not limited to the Federal Republic of Germany and the United Kingdom;

(c) any action under public policy, contract, tort, common law or equity, including, but not limited to, claims based on alleged breach of an obligation or duty arising in contract or tort, such as breach of contract, fraud, quantum meruit, invasion of privacy, wrongful discharge, defamation, infliction of emotional distress, assault, battery, malicious prosecution, false imprisonment, harassment, negligence, gross negligence, and strict liability;

(d) any claim for lost, unpaid, or unequal wages, salary, or benefits, including, without limitation, any claim under the Fair Labor Standards Act, the Employee Retirement Income Security Act, the Equal Pay Act, the Texas Minimum Wage Law, the Texas Equal Pay Law, or any other local, state, or federal statute concerning classifications, wages, salary, or benefits, including calculations and deductions relating to same, as well as the employment, labor and benefits laws and regulations in all countries in addition to the United States of America, including but not limited to the United Kingdom and the Federal Republic of Germany; and

(e) any other claim regardless of the forum in which it might be brought, if any, which Executive has, might have, or might claim to have against any of the Released Parties, for any and all injuries, harm, damages, wages, benefits, salary, reimbursements, penalties, costs, losses, expenses, attorneys' fees, and/or liability or other detriment, if any, whatsoever and whenever incurred, suffered, or claimed by the Executive.

6. 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 the Released Parties in any forum or form, provided that this Release shall not affect the rights or responsibilities of the Equal Employment Opportunity Commission, or any other federal, state, or local authority with similar responsibilities (collectively, the "Commission") to enforce any employment discrimination law, and that this Release shall not shall affect the right of Executive to file a charge of discrimination with the Commission or participate in any investigation. However, Executive waives any right to participate in any payment or benefit arising from any such charge, claim, or investigation.

Executive further affirms that he/she has reported all hours worked as of the date of this Release and has been paid and/or has received all leave (paid or unpaid), compensation, wages, bonuses, commissions, and/or benefits to which 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 specifically in this Release. Executive furthermore affirms that he/she has no known workplace injuries or occupational diseases and has been provided and/or has not been denied any leave requested under the Family and Medical Leave Act.

Executive reaffirms that he or she will comply fully with Sections 7 through 9 of the CIC Agreement and that, if he or she violates such provisions, all consideration paid hereunder will be immediately due and payable back to the Company.

7. **Governing Law and Interpretation** . This Release shall be governed and conformed in accordance with the laws of the State of Texas, without regard to its conflict of laws provision. In the event the Executive or Company breaches any provision of this Release, Executive and Company affirm that either may institute an action to specifically enforce any term or terms of this Release. Should any provision of this Release 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 Release in full force and effect.

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

9. **Neutral Reference.** If contacted by another organization, the Company will only provide dates of employment and position.

10. **Non - Disparagement.** Executive agrees not to disparage, or make disparaging remarks or send any disparaging communications concerning, the Company, its reputation, its business, and/or its directors, officers and managers. Likewise the Company’s senior management agrees not to disparage, or make any disparaging remark or send any disparaging communication concerning Executive, his reputation and/or his business.

11. **Future Cooperation after Separation Date.** After separation, Executive agrees to make reasonable efforts to assist Company including but not limited to: assisting with transition duties, assisting with issues that arise after separation of employment and assisting with the defense or prosecution of any lawsuit or claim. This includes but is not limited to providing deposition testimony, attending hearings and testifying on behalf of the Company. The Company will reimburse Executive for reasonable time and expenses in connection with any future cooperation after the separation date. Time and expenses can include loss of pay or using vacation time at a future employer. The Company shall reimburse the Executive within 30 days of remittance by Executive to the Company 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.

12. **<u>Injunctive Relief.</u>** Executive agrees and acknowledges that the Company will be irreparably harmed by any breach, or threatened breach by him/her of this Agreement and that monetary damages would be grossly inadequate. Accordingly, he/she agrees that in the event of a breach, or threatened breach by him/her of this Agreement the Company 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. **<u>Review Period</u>** . Executive is hereby advised he/she has until [Insert Date], twenty-one (21) calendar days, to review this Release and to consult with an attorney prior to execution of this Release. Executive agrees that any modifications, material or otherwise, made to this Release do not restart or affect in any manner the original twenty-one (21) calendar day consideration period.

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

15. **<u>Amendment</u>** . This Release may not be modified, altered or changed except upon express written consent of both parties wherein specific reference is made to this Release.

16. **<u>Entire Agreement</u>** . This Release sets forth the entire agreement between the parties hereto, and fully supersedes any prior obligation of the Company 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 his/her decision to accept this Release, except for those set forth in this Release.

17. HAVING ELECTED TO EXECUTE THIS AGREEMENT AND GENERAL RELEASE, TO FULFILL THE PROMISES AND TO RECEIVE THE SUMS AND BENEFITS IN SECTION 2 ABOVE, EXECUTIVE FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS RELEASE INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS HE/SHE HAS OR MIGHT HAVE AGAINST COMPANY.

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

EXECUTIVE:	**Celanese Corporation:**
By: ______________________ Curtis S. Shaw	By: ______________________
Date: ______________________	Date: ______________________

EXHIBIT B

[List of Works]

Exhibit 31.1

CERTIFICATION
PURSUANT TO 17 CFR 240.13a-14
PROMULGATED UNDER
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, David N. Weidman, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Celanese Corporation;

2. Based on my knowledge, this quarterly report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this quarterly report;

3. Based on my knowledge, the financial statements, and other financial information included in this quarterly report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this quarterly report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and we have:

(a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this quarterly report is being prepared;

(b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this quarterly report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) disclosed in this report any change in the registrant's internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's Board of Directors (or persons performing the equivalent functions):

(a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ DAVID N. WEIDMAN

David N. Weidman
Chairman of the Board of Directors and
Chief Executive Officer

Date: April 23, 2008

Exhibit 31.2

CERTIFICATION
PURSUANT TO 17 CFR 240.13a-14
PROMULGATED UNDER
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Steven M. Sterin, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Celanese Corporation;

2. Based on my knowledge, this quarterly report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this quarterly report;

3. Based on my knowledge, the financial statements, and other financial information included in this quarterly report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this quarterly report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and we have:

(a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this quarterly report is being prepared;

(b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this quarterly report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) disclosed in this report any change in the registrant's internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's Board of Directors (or persons performing the equivalent functions):

(a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ STEVEN M. STERIN

Steven M. Sterin
Senior Vice President and
Chief Financial Officer

Date: April 23, 2008

Exhibit 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Celanese Corporation (the “Company”) on Form 10-Q for the period ending March 31, 2008 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, David N. Weidman, Chief Executive Officer of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ DAVID N. WEIDMAN

David N. Weidman
Chairman of the Board of Directors and
Chief Executive Officer

Date: April 23, 2008

Exhibit 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Celanese Corporation (the "Company") on Form 10-Q for the period ending March 31, 2008 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Steven M. Sterin, Senior Vice President and Chief Financial Officer of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ STEVEN M. STERIN

Steven M. Sterin
Senior Vice President and
Chief Financial Officer

Date: April 23, 2008