

CELANESE CORP
Filed by
BLACKSTONE CAPITAL PARTNERS (CAYMAN) LTD
1

FORM SC 13D/A
(Amended Statement of Beneficial Ownership)

Filed 11/22/05

Address	222 W. LAS COLINAS BLVD., SUITE 900N IRVING, TX, 75039-5421
Telephone	972-443-4000
CIK	0001306830
Symbol	CE
SIC Code	2820 - Plastic Material, Synthetic Resin/Rubber, Cellulos (No Glass)
Industry	Commodity Chemicals
Sector	Basic Materials
Fiscal Year	12/31

CELANESE CORP

FORM SC 13D/A (Amended Statement of Beneficial Ownership)

Filed 11/22/2005

Address	1601 W. LBJ FREEWAY DALLAS, Texas 75234
Telephone	972-443-4000
CIK	0001306830
Fiscal Year	12/31

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**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

SCHEDULE 13D

**Under the Securities Exchange Act of 1934
(Amendment No. 4)***

Celanese Corporation

(Name of Issuer)

Series A Common Stock, par value \$0.0001 per share

(Title of Class of Securities)

150870 10 3

(CUSIP Number)

Chinh E. Chu
The Blackstone Group
345 Park Avenue
New York, New York 10154
(212) 583-5000
Copy to:
William R. Dougherty, Esq.
Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, New York 10017
(212) 455-2000

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

November 17, 2005

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the

Act (however, see the Notes).

Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB control number.

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CUSIP No. 150870 10 3

1. Name of Reporting Person: I.R.S. Identification Nos. of above persons (entities only):
Blackstone Capital Partners (Cayman) Ltd. 1

2. Check the Appropriate Box if a Member of a Group (See Instructions):
(a)
(b)

3. SEC Use Only:

4. Source of Funds (See Instructions):
OO

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e):

6. Citizenship or Place of Organization:
Cayman Islands

7. Sole Voting Power:
61,486,087**

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power:

9. Sole Dispositive Power:
54,468,492

10. Shared Dispositive Power:

11. Aggregate Amount Beneficially Owned by Each Reporting Person:
61,486,087**

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions):

13. Percent of Class Represented by Amount in Row (11):
38.8%*

14. Type of Reporting Person (See Instructions):
OO

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CUSIP No. 150870 10 3

1. Name of Reporting Person: I.R.S. Identification Nos. of above persons (entities only):
Blackstone Capital Partners (Cayman) Ltd. 2

2. Check the Appropriate Box if a Member of a Group (See Instructions):
(a)
(b)

3. SEC Use Only:

4. Source of Funds (See Instructions):
OO

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e):

6. Citizenship or Place of Organization:
Cayman Islands

7. Sole Voting Power:
3,777,546

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power:

9. Sole Dispositive Power:
3,777,546

10. Shared Dispositive Power:

11. Aggregate Amount Beneficially Owned by Each Reporting Person:
3,777,546

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions):

13. Percent of Class Represented by Amount in Row (11):
2.4%*

14. Type of Reporting Person (See Instructions):
OO

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CUSIP No. 150870 10 3

1. Name of Reporting Person: I.R.S. Identification Nos. of above persons (entities only):
Blackstone Capital Partners (Cayman) Ltd. 3

2. Check the Appropriate Box if a Member of a Group (See Instructions):
(a)
(b)

3. SEC Use Only:

4. Source of Funds (See Instructions):
OO

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e):

6. Citizenship or Place of Organization:
Cayman Islands

7. Sole Voting Power:
29,614,251

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power:

9. Sole Dispositive Power:
29,614,251

10. Shared Dispositive Power:

11. Aggregate Amount Beneficially Owned by Each Reporting Person:
29,614,251

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions):

13. Percent of Class Represented by Amount in Row (11):
18.7%*

14. Type of Reporting Person (See Instructions):
OO

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CUSIP No. 150870 10 3

1. Name of Reporting Person: I.R.S. Identification Nos. of above persons (entities only):
Blackstone Capital Partners (Cayman) IV L.P.

2. Check the Appropriate Box if a Member of a Group (See Instructions):
(a)
(b)

3. SEC Use Only:

4. Source of Funds (See Instructions):
OO

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e):

6. Citizenship or Place of Organization:
Cayman Islands

7. Sole Voting Power:
61,486,087**

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power:

9. Sole Dispositive Power:
54,468,492

10. Shared Dispositive Power:

11. Aggregate Amount Beneficially Owned by Each Reporting Person:
61,486,087**

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions):

13. Percent of Class Represented by Amount in Row (11):
38.8%*

14. Type of Reporting Person (See Instructions):
PN

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CUSIP No. 150870 10 3

1. Name of Reporting Person: I.R.S. Identification Nos. of above persons (entities only):
Blackstone Capital Partners (Cayman) IV-A
L.P.

2. Check the Appropriate Box if a Member of a Group (See Instructions):
(a)
(b)

3. SEC Use Only:

4. Source of Funds (See Instructions):
OO

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e):

6. Citizenship or Place of Organization:
Cayman Islands

7. Sole Voting Power:
865,058

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power:

9. Sole Dispositive Power:
865,058

10. Shared Dispositive Power:

11. Aggregate Amount Beneficially Owned by Each Reporting Person:
865,058

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions):

13. Percent of Class Represented by Amount in Row (11):
0.5%*

14. Type of Reporting Person (See Instructions):
PN

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CUSIP No. 150870 10 3

1. Name of Reporting Person: I.R.S. Identification Nos. of above persons (entities only):
Blackstone Family Investment Partnership
(Cayman) IV-A L.P

2. Check the Appropriate Box if a Member of a Group (See Instructions):
(a)
(b)

3. SEC Use Only:

4. Source of Funds (See Instructions):
OO

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e):

6. Citizenship or Place of Organization:
Cayman Islands

7. Sole Voting Power:
2,912,488

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power:

9. Sole Dispositive Power:
2,912,488

10. Shared Dispositive Power:

11. Aggregate Amount Beneficially Owned by Each Reporting Person:
2,912,488

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions):

13. Percent of Class Represented by Amount in Row (11):
1.8%*

14. Type of Reporting Person (See Instructions):
PN

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CUSIP No. 150870 10 3

1. Name of Reporting Person: I.R.S. Identification Nos. of above persons (entities only):
Blackstone Chemical Coinvest Partners
(Cayman) L.P.

2. Check the Appropriate Box if a Member of a Group (See Instructions):
(a)
(b)

3. SEC Use Only:

4. Source of Funds (See Instructions):
OO

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e):

6. Citizenship or Place of Organization:
Cayman Islands

7. Sole Voting Power:
29,614,251

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power:

9. Sole Dispositive Power:
29,614,251

10. Shared Dispositive Power:

11. Aggregate Amount Beneficially Owned by Each Reporting Person:
29,614,251

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions):

13. Percent of Class Represented by Amount in Row (11):
18.7%*

14. Type of Reporting Person (See Instructions):
PN

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CUSIP No. 150870 10 3

1. Name of Reporting Person: I.R.S. Identification Nos. of above persons (entities only):
Blackstone Management Associates (Cayman)
IV L.P.

2. Check the Appropriate Box if a Member of a Group (See Instructions):
(a)
(b)

3. SEC Use Only:

4. Source of Funds (See Instructions):
OO

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e):

6. Citizenship or Place of Organization:
Cayman Islands

7. Sole Voting Power:
94,877,884**

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power:

9. Sole Dispositive Power:
87,860,289

10. Shared Dispositive Power:

11. Aggregate Amount Beneficially Owned by Each Reporting Person:
94,877,884**

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions):

13. Percent of Class Represented by Amount in Row (11):
59.8%*

14. Type of Reporting Person (See Instructions):
PN

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CUSIP No. 150870 10 3

1. Name of Reporting Person: I.R.S. Identification Nos. of above persons (entities only):
Blackstone LR Associates (Cayman) IV Ltd.

2. Check the Appropriate Box if a Member of a Group (See Instructions):
(a)
(b)

3. SEC Use Only:

4. Source of Funds (See Instructions):
OO

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e):

6. Citizenship or Place of Organization:
Cayman Islands

7. Sole Voting Power:
94,877,884**

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power:

9. Sole Dispositive Power:
87,860,289

10. Shared Dispositive Power:

11. Aggregate Amount Beneficially Owned by Each Reporting Person:
94,877,884**

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions):

13. Percent of Class Represented by Amount in Row (11):
59.8%*

14. Type of Reporting Person (See Instructions):
OO

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CUSIP No. 150870 10 3

1. Name of Reporting Person: Peter G. Peterson I.R.S. Identification Nos. of above persons (entities only):

2. Check the Appropriate Box if a Member of a Group (See Instructions):
(a)
(b)

3. SEC Use Only:

4. Source of Funds (See Instructions):
OO

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e):

6. Citizenship or Place of Organization:
United States of America

7. Sole Voting Power:
94,908,661** ***

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power:

9. Sole Dispositive Power:
87,891,066***

10. Shared Dispositive Power:

11. Aggregate Amount Beneficially Owned by Each Reporting Person:
94,908,661** ***

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions):

13. Percent of Class Represented by Amount in Row (11):
59.9%* ** ***

14. Type of Reporting Person (See Instructions):
IN

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CUSIP No. 150870 10 3

1. Name of Reporting Person: I.R.S. Identification Nos. of above persons (entities only):
Stephen A. Schwarzman

2. Check the Appropriate Box if a Member of a Group (See Instructions):
(a)
(b)

3. SEC Use Only:

4. Source of Funds (See Instructions):
OO

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e):

6. Citizenship or Place of Organization:
United States of America

7. Sole Voting Power:
94,908,661** ***

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power:

9. Sole Dispositive Power:
87,891,066***

10. Shared Dispositive Power:

11. Aggregate Amount Beneficially Owned by Each Reporting Person:
94,908,661** ***

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions):

13. Percent of Class Represented by Amount in Row (11):
59.9%* ** ***

14. Type of Reporting Person (See Instructions):
IN

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- * The calculation of the foregoing percentage is based on 158,562,161 shares of the Issuer's common stock outstanding as of October 26, 2005, which number was provided to the Reporting Persons by the Issuer.
 - ** Pursuant to the Third Amended and Restated Shareholders Agreement (the "Agreement"), dated as of October 31, 2005 and effective as of November 17, 2005 under its terms, by and among BCP 1, BCP 2 BCP 3, BACI and the Issuer, as amended by Amendment No. 1 (the "Amendment" and with the Agreement, the "3rd Shareholders' Agreement"), dated as of November 14, 2005, by and among BCP 1, BCP 2 BCP 3, BACI and the Issuer, BACI appointed BCP 1 as BACI's proxy to vote the 7,017,595 shares of Series A Common Stock owned by BACI. The aggregate number or percentage, as applicable, of voting shares included in row 7, 9 or 11, as applicable, includes the 7,017,595 BACI shares granted to BCP 1 by BACI pursuant to the proxy.
 - *** Includes 30,777 stock options exercisable for Series A Common Stock.
-

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ITEM 5. INTEREST IN SECURITIES OF THE ISSUER

ITEM 6. CONTRACTS, ARRANGEMENTS OR UNDERSTANDINGS WITH RESPECT TO
SECURITIES OF THE ISSUER.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.

SIGNATURE

EX-99.5: THIRD AMENDED AND RESTATED SHAREHOLDERS' AGREEMENT

EX-99.6: AMENDMENT NO. 1 TO THE THIRD AMENDED AND RESTATED SHAREHOLDERS'
AGREEMENT

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This Amendment No. 4 amends and supplements the statement on Schedule 13D, filed with the Securities and Exchange Commission on March 21, 2005 (as it may be amended from time to time, the “Schedule 13D”) with respect to the Series A Common Stock, par value \$0.0001 per share (the “Series A Common Stock”) of Celanese Corporation, a Delaware corporation (the “Issuer”). Each item below amends and supplements the information disclosed under the corresponding item of the Schedule 13D. Unless otherwise indicated herein, terms used but not defined in this Amendment No. 4 shall have the same respective meanings herein as are ascribed to such terms in the Schedule 13D.

ITEM 4. PURPOSE OF TRANSACTION.

On November 17, 2005, pursuant to the consummation of a secondary offering of the Issuer’s Series A Common Stock, BCP 1, BCP 2 and BCP 3 sold 6,889,086, 477,778 and 3,745,562 shares of Series A Common Stock, respectively, (or 11,112,426 shares in aggregate) at a price of \$17.55 per share. Immediately following the sale of the 11,112,426 shares, BCP 1, BCP 2 and BCP 3 own an aggregate of 87,860,289 shares of Series A Common Stock, representing approximately 55.41% of the total outstanding shares.

Upon the consummation of the secondary offering the 3rd Shareholders’ Agreement became effective. Under the 3rd Shareholders’ Agreement, BACI appointed BCP 1 as BACI’s proxy to vote the shares of Series A Common Stock owned by BACI in all matters to be acted upon by stockholders of the Issuer. Immediately following the consummation of the secondary offering BACI owned 7,017,595 shares of Series A Common Stock (or 4.43% of the total outstanding shares). Because of the proxy, BCP 1 has voting control of 61,486,087 shares of Series A Common Stock (or 38.78% of the total outstanding shares), and, in aggregate, BCP 1, BCP 2 and BCP 3 have voting control of 94,877,884 shares of Series A Common Stock, representing approximately 59.84% of the total outstanding shares. If the ownership of BCP 1, BCP 2 and BCP 3, combined with the number of shares subject to any such proxy from BACI, falls below 50% of the outstanding shares of Series A Common Stock, the proxy is automatically revoked pursuant to the 3rd Shareholders’ Agreement.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER

(a) and (b). The information contained on the cover pages and in Item 4 of this Schedule 13D is incorporated herein by reference.

BCP 1 is the record owner of 54,468,492 shares of Series A Common Stock and has the direct power to dispose of such Series A Common Stock. BCP 1 has the direct power to vote 61,486,087 shares of Series A Common Stock in respect of the 54,468,492 shares it owns and the 7,017,595 shares it has direct power to vote pursuant to the proxy referred to Item 4 of this Schedule 13D. BCP 2 is the record owner of 3,777,546 shares of Series A Common Stock and has the direct power to vote and dispose of such Series A Common Stock. BCP 3 is the record owner of 29,614,251 shares of Series A Common Stock and has the direct power to vote and dispose of such Common Stock. BCP IV owns all of the equity of BCP 1 and has indirect power to direct the voting and/or disposition of the Series A Common Stock held (via ownership or proxy) by BCP 1. BCP IV-A and BCP Family collectively own all of the equity of BCP 2 and have indirect power to direct the voting and disposition of the Series A Common Stock held by BCP 2. BCP Chemical owns all of the equity of BCP 3 and has indirect power to direct the voting and disposition of the Series A Common Stock held by BCP 3. BMA is the general partner of each of the Partnerships and has indirect power to direct the voting and/or disposition of the Series A Common Stock held (via ownership or proxy) by the BCP Stockholders. BLRA is the general partner of BMA and has indirect power to direct the voting and/or disposition of the Series A Common Stock held (via ownership or proxy) by the BCP Stockholders. Peter G. Peterson and Stephen A. Schwarzman are the controlling stockholders of BLRA and have indirect power to direct the voting and/or disposition of the Common Stock held (via ownership or proxy) by the BCP Stockholders.

BMA, as general partner of the Partnerships, BLRA, as general partner of BMA, and Peter G. Peterson and Stephen A. Schwarzman, as controlling stockholders of BLRA, may be deemed to beneficially own the shares of Series A Common Stock that the Partnerships may be deemed to beneficially own. BMA, BLRA, Peter G. Peterson and Stephen A. Schwarzman disclaims beneficial ownership of such shares.

The Reporting Persons and BACI may be considered to have acted or to be acted or to be acting in concert with respect to the Series A Common Stock held, directly or indirectly, by them and the proxy referred to in Item 4 of this Schedule 13D, and consequently, the Reporting Persons and BACI may be deemed to constitute a “group” for purposes of Section 13(d) of the Exchange Act. Each of the Reporting Persons disclaim membership in any such “group” with BACI.

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ITEM 6. CONTRACTS, ARRANGEMENTS OR UNDERSTANDINGS WITH RESPECT TO SECURITIES OF THE ISSUER.

The responses to Items 4 and 5 of this Schedule 13D are incorporated herein by reference.

3rd Shareholders' Agreement

The 3rd Shareholders' Agreement provides that for so long as the BCP Stockholders hold at least twenty-five percent (25%) in voting power of all shares of the Issuer's capital stock entitled to vote generally in the election of directors to the Board, the BCP Stockholders are entitled to nominate all nominees for election to the Board, other than directors entitled to be designated by the holders of shares of the Issuer's outstanding preferred stock.

References to, and descriptions of, the 3rd Shareholders' Agreement as set forth in this Item 6 are qualified in their entirety by reference to Item 4 of this Schedule 13D and the complete copies of the Agreement and the Amendment, which are included as Exhibit 5 and 6, respectively, to this Schedule 13D and each is incorporated herein by reference.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.

Item 7 of the Schedule 13D is hereby amended and supplemented by the following:

The following exhibits are added to the Schedule 13D:

5. Third Amended and Restated Shareholders' Agreement dated as of October 31, 2005, by and among Celanese Corporation, Blackstone Capital Partners (Cayman) Ltd. 1, Blackstone Capital Partners (Cayman) Ltd. 2, Blackstone Capital Partners (Cayman) Ltd. 3 and BA Capital Investors Sidecar Fund, L.P.
 6. Amendment No. 1 to the Third Amended and Restated Shareholders' Agreement dated as of October 31, 2005, by and among Celanese Corporation, Blackstone Capital Partners (Cayman) Ltd. 1, Blackstone Capital Partners (Cayman) Ltd. 2, Blackstone Capital Partners (Cayman) Ltd. 3 and BA Capital Investors Sidecar Fund, L.P.
-

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SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: November 22, 2005

BLACKSTONE CAPITAL PARTNERS
(CAYMAN) LTD. 1

By: /s/ Robert L. Friedman

Name: Robert L. Friedman

Title: Director

**THIRD AMENDED AND RESTATED
SHAREHOLDERS' AGREEMENT**

by and among

CELANESE CORPORATION,

BLACKSTONE CAPITAL PARTNERS (CAYMAN) LTD. 1,

BLACKSTONE CAPITAL PARTNERS (CAYMAN) LTD. 2,

BLACKSTONE CAPITAL PARTNERS (CAYMAN) LTD. 3,

and

BA CAPITAL INVESTORS SIDECAR FUND, L.P.

Dated as of October 31, 2005

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THIRD AMENDED AND RESTATED SHAREHOLDERS' AGREEMENT

THIRD AMENDED AND RESTATED SHAREHOLDERS' AGREEMENT, dated as of October 31, 2005, by and among Celanese Corporation, a Delaware corporation (formerly known as Blackstone Crystal Holdings Capital Partners (Cayman) IV Ltd.) (the "Company"), Blackstone Capital Partners (Cayman) Ltd. 1 ("BCP 1"), Blackstone Capital Partners (Cayman) Ltd. 2 ("BCP 2"), Blackstone Capital Partners (Cayman) Ltd. 3 ("BCP 3" and, together with BCP 1 and BCP 2 and their respective successors and Permitted Assigns (as hereinafter defined), the "Blackstone Entities"), each an exempted company incorporated under the laws of the Cayman Islands, and BA Capital Investors Sidecar Fund, L.P., a Cayman Islands limited partnership ("BACI"). Each of the Blackstone Entities and BACI and their respective successors and Permitted Assigns are sometimes referred to individually as a "Shareholder" and together as the "Shareholders."

BACKGROUND:

WHEREAS, in connection with the consummation of the voluntary public takeover offer by a subsidiary of the Company for all of the outstanding registered ordinary shares of Celanese AG (the "Offer"), the Blackstone Entities and BACI acquired ordinary shares, par value \$0.01 per share, of the Company (the "Ordinary Shares");

WHEREAS, the Blackstone Entities and BACI entered into the Shareholders' Agreement, dated as of April 6, 2004 (as subsequently amended and restated as of November 1, 2004 and as of January 18, 2005, the "Original Agreement") to provide for certain matters relating to their respective holdings of Ordinary Shares and the governance of the Company;

WHEREAS, on November 3, 2004, the Company migrated from the Cayman Islands to the State of Delaware, redomiciled itself as a Delaware corporation and changed its name from "Blackstone Crystal Holdings Capital Partners (Cayman) IV Ltd." to "Celanese Corporation"; and

WHEREAS, in connection with, and effective upon, the consummation of the Secondary Offering (as defined in Section 1.1) of the Company, the parties to the Original Agreement wish to amend and restate the Original Agreement in its entirety in order to set forth certain understandings regarding the governance of the Company and the relationship among the Company and the Shareholders.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I. INTRODUCTORY MATTERS

1.1 Defined Terms. In addition to the terms defined elsewhere herein, the following terms have the following meanings when used herein with initial capital letters:

"Affiliate" means, with respect to any Person, (i) any Person that directly or indirectly controls, is controlled by or is under common control with, such Person or (ii) any director, officer, member, partner (including limited partners) or employee of such Person or any Person specified in clause (i) above; provided that officers, directors or employees of the Company will be deemed not to be Affiliates of the Shareholders for purposes hereof solely by reason of being officers, directors or employees of the Company.

"Agreement" means this Third Amended and Restated Shareholders' Agreement, as the same may be amended, supplemented, restated or otherwise modified from time to time in accordance with the terms hereof.

“ BACI ” has the meaning set forth in the preamble.

“ BCP 1 ” has the meaning set forth in the preamble.

“ BCP 2 ” has the meaning set forth in the preamble.

“ BCP 3 ” has the meaning set forth in the preamble.

“ Blackstone Entities ” has the meaning set forth in the preamble.

“ Blackstone Representative ” means the Blackstone Entity designated from time to time by all of the Blackstone Entities to serve as the representative of the Blackstone Entities for certain purposes hereunder.

“ Board ” means the board of directors of the Company.

“ Business Day ” means a day other than a Saturday, Sunday, federal or New York State holiday or other day on which commercial banks in New York City are authorized or required by law to close.

“ Certificate of Incorporation ” means the second amended and restated certificate of incorporation of the Company, as the same may be amended, supplemented, restated or otherwise modified from time to time in accordance with the terms hereof.

“ Company ” has the meaning set forth in the preamble.

“ Common Stock ” means the shares of Series A common stock par value \$0.0001 per share, of the Company, and any other capital stock of the Company into which such stock is reclassified or reconstituted and any other common stock of the Company.

“ Common Stock Equivalents ” means any security or obligation which is by its terms convertible, exchangeable or exercisable into or for shares of Common Stock, whether at the time of issuance or upon the passage of time or the occurrence of some future event.

“ Director ” means any member of the Board.

“ Exchange Act ” means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder, as the same may be amended from time to time.

“ Offer ” has the meaning set forth in the preamble.

“ Ordinary Shares ” has the meaning set forth in the preamble.

“ Original Agreement ” has the meaning set forth in the preamble.

“ Permitted Assigns ” means with respect to any Shareholder, a Transferee of shares of Common Stock of such Shareholder that agrees to become party to, and to be bound to the same extent as its transferor by the terms of, this Agreement.

“ Person ” means any individual, corporation, limited liability company, partnership, trust, joint stock company, business trust, unincorporated association, joint venture, governmental authority or other legal entity of any nature whatsoever.

“Preferred Stock” means the shares of preferred stock, par value \$0.01 per share, of the Company and any other capital stock of the Company into which such stock is designated, reclassified or reconstituted, and any other preferred stock of the Company.

“Public Offering” means a sale of common equity or equivalent securities of the Company to the public pursuant to an effective registration statement (other than a registration statement on Form S-4 or S-8 or any similar or successor form) filed under the Securities Act.

“Registration Rights Agreement” means the Amended and Restated Registration Rights Agreement dated as of January 26, 2005, among the Company and the Shareholders, as such agreement may be amended, supplemented or otherwise modified from time to time.

“Related Persons” has the meaning set forth in Section 4.4.

“Secondary Offering” means the sale of up to 23,000,000 shares of Common Stock by certain stockholders of the Company pursuant to the Registration Statement on Form S-1 (Registration No. 333-127902).

“Securities Act” means the U.S. Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder, as the same may be amended from time to time.

“Shareholder” or “Shareholders” has the meaning set forth in the preamble.

“Transfer” means a transfer, sale, assignment, pledge, hypothecation or other disposition, whether directly or indirectly pursuant to the creation of a derivative security, the grant of an option or other right, the imposition of a restriction on disposition or voting or transfer by operation of law. When used as a verb, “Transfer” shall have the correlative meaning. In addition, “Transferred” and “Transferee” shall have the correlative meanings.

1.2 Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party. Unless the context otherwise requires: (a) “or” is disjunctive but not exclusive, (b) words in the singular include the plural, and in the plural include the singular, and (c) the words “hereof”, “herein”, and “hereunder” and words of similar import when used in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section references are to this Agreement unless otherwise specified.

ARTICLE II. TRANSFERS

2.1 Limitations on Transfer. (a) There shall be no limitations or restrictions on the Transfer of shares of Common Stock by any Shareholder other than as provided in this Agreement and applicable law.

(b) Each certificate representing shares of Common Stock held by any Shareholder will bear a legend substantially to the following effect:

“THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE TRANSFERRED OR OTHERWISE DISPOSED OF UNLESS THEY HAVE BEEN REGISTERED UNDER THAT ACT OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.”

The foregoing legend shall only be removed if at such time it is no longer required for purposes of applicable securities laws.

(c) Any Transfer by a Shareholder shall be effective only upon receipt by the Company of information reasonably satisfactory to it, demonstrating that such Transfer is exempt from or not subject to the provisions of Section 5 of the Securities Act and any other applicable securities laws (for such purpose, an opinion of Kirkland & Ellis LLP, or other counsel reasonably acceptable to the Company, to that effect shall constitute such reasonably satisfactory information).

ARTICLE III. CORPORATE GOVERNANCE MATTERS

3.1 Board of Directors. (a) For so long as the Blackstone Entities (or their respective designated Affiliates) hold at least twenty-five percent (25%) in voting power of all shares of the Company's capital stock entitled to vote generally in the election of Directors, the Blackstone Entities shall be entitled, but not required, to nominate all nominees for election to the Board, other than any Directors entitled to be designated by the holders of the Preferred Stock pursuant to the Certificate of Incorporation. Each of the Blackstone Entities shall take all action necessary to effect such nominations to the Board. Any Director not so nominated by the Blackstone Entities pursuant to this Section 3.1 shall be nominated in accordance with the Certificate of Incorporation. The termination of the rights of the Blackstone Entities under this Section 3.1(a) shall in no way affect the rights of the Blackstone Entities as holders of shares of Common Stock. BACI shall have no obligation under this Section 3.1(a) to take any actions to effect any nominations to the Board under this Section 3.1(a).

(b) Each of the Blackstone Entities hereby agrees to take such actions provided for under the terms of the shares of Common Stock held by them, in each case to elect the nominees referred to in Section 3.1(a) to the Board. If, following an election to the Board pursuant to this Section 3.1, any Director nominated by a Blackstone Entity shall resign or be removed or be unable to serve for any reason prior to the expiration of his or her term as a Director, the Blackstone Entities may notify the Board in writing of a replacement nominee and each of the Blackstone Entities hereby agree to take such actions provided for under the terms of the shares of Common Stock held by them, in each case to elect such nominee to the Board.

(c) The Company will pay all reasonable out-of-pocket expenses incurred by the Directors in connection with their participation in meetings of the Board (and committees thereof), as well as such expenses of the members of the boards of directors or comparable governing bodies (and committees thereof) of the subsidiaries of the Company. Each Director, in his or her capacity as such, shall be entitled to the same reimbursement, indemnification and insurance as any other Director receives in his or her capacity as such.

3.2 Proxy. BACI hereby irrevocably appoints as its proxy and attorney-in-fact Chinh Chu, Benjamin J. Jenkins and Anjan Mukherjee, in their respective capacities as directors of BCP 1, and any other Person designated in writing by BCP 1, each of them individually, with full power of substitution, to vote or execute written consents with respect to all shares of Common Stock held by BACI with respect to all matters to be acted upon by the stockholders of the Company at any time and from time to time during the term of this Agreement (except as such proxy shall be earlier revoked as provided below). This proxy is coupled with an interest and shall be irrevocable prior to the termination of this Agreement with respect to BACI in accordance with the terms hereof (upon which termination it shall be automatically revoked); provided that upon the Transfer of shares of Common Stock held by BACI in accordance with the terms of this Agreement, this proxy shall be automatically revoked, solely with respect to the shares so Transferred; provided, further that at such time as the Blackstone Entities and BACI own an aggregate percentage of shares of Common Stock outstanding less than 50%, this proxy

shall be automatically revoked, with respect to all of the shares of Common Stock held by BACI. BACI shall take such further action or execute such other instruments as may be necessary to effectuate the intent of this proxy and hereby revokes any proxy previously granted by BACI with respect to any shares of Common Stock held by BACI. BCP 1 may terminate this proxy at any time at its sole election by written notice provided to BACI. Upon BACI's written request to BCP 1, BCP 1 will notify BACI of the aggregate ownership percentage of Common Stock outstanding that the Blackstone Entities own as of the date of such notice.

3.3 Notice Regarding Changes in Ownership. BACI and the Blackstone Entities hereby agree to notify the other in the event of any Transfer of shares of Common Stock held by it or them, as applicable, and any other information relating thereto; provided that the foregoing notification obligation pursuant to this Section 3.3. shall terminate upon the revocation or termination of the proxy specified in Section 3.2.

ARTICLE IV. COVENANTS

4.1 Books and Records; Access. The Company shall, and shall cause its subsidiaries to, keep proper books, records and accounts, in which full and correct entries shall be made of all financial transactions and the assets and business of the Company and each of its subsidiaries in accordance with generally accepted accounting principles. The Company shall, and shall cause its subsidiaries to, permit any Blackstone Entity and its designated representatives, at reasonable times and upon reasonable prior notice to the Company, to review the books and records of the Company or any of such subsidiaries and to discuss the affairs, finances and condition of the Company or any of such subsidiaries with the officers of the Company or any such subsidiary.

4.2 Periodic Reporting. (a) The Company shall deliver or cause to be delivered to each Blackstone Entity:

(i) as soon as available, but not later than ninety (90) days after the end of each fiscal year of the Company, a copy of the audited consolidated balance sheet of the Company and its subsidiaries as of the end of such fiscal year and the related statements of operations and cash flows for such fiscal year, setting forth in each case in comparative form the figures for the previous year, all in reasonable detail;

(ii) commencing with the fiscal period ending after September 30, 2004, as soon as available, but in any event not later than forty five (45) days after the end of each of the first three fiscal quarters of each fiscal year, the unaudited consolidated balance sheet of the Company and its subsidiaries, and the related statements of operations and cash flows for such quarter and for the period commencing on the first day of the fiscal year and ending on the last day of such quarter;

(iii) to the extent otherwise prepared by the Company, operating and capital expenditure budgets and periodic information packages relating to the operations and cash flows of the Company and its subsidiaries; and

(iv) such other reports and information as may be reasonably requested by such Blackstone Entity.

(b) The Company shall deliver or cause to be delivered to each Shareholder all tax information (including information prepared in accordance with United States federal income tax principles) regarding the Company, its subsidiaries and its direct and indirect owners as (i) is necessary

for a Shareholder to (A) prepare accurately all tax returns (including, but not limited to, United States federal income tax returns) required to be filed by such Shareholder with respect to its investment in the Company and (B) comply with any tax reporting requirements (including, but not limited to, any tax reporting requirements imposed by United States federal income tax laws) imposed as a result of such Shareholder's ownership of an equity interest in the Company or (ii) is reasonably requested by a Shareholder to engage in such Shareholder's own tax planning with respect to its investment in the Company.

4.3 Confidentiality. Except as required by law or other legal proceeding or regulatory process, each party hereto will, and will cause each of their respective subsidiaries, Affiliates and representatives to, maintain in confidence, any non-public or confidential proprietary information furnished to them by or on behalf of any other party or its representatives in connection with this Agreement or the transactions contemplated hereby. All information provided under this Agreement shall be deemed confidential; provided, however, that information shall not be deemed confidential if (a) at the time of disclosure, such information is generally available to and known by the public (other than as a result of a disclosure directly by the recipient or any of its representatives), (b) such information was available to the recipient on a non-confidential basis from a source that is not and was not prohibited from disclosing such information to the recipient by a contractual, legal or fiduciary obligation or (c) such information is known to the recipient prior to or independently of its relationship with the party providing such information.

4.4 Indemnification. The Company shall indemnify and hold harmless, to the full extent permitted by law, each of Blackstone LR Associates (Cayman) IV Ltd, Blackstone Management Associates (Cayman) IV L.P., Blackstone Capital Partners (Cayman) IV L.P., Blackstone Capital Partners (Cayman) IV-A L.P., Blackstone Family Investment Partnership (Cayman) IV-A L.P., Blackstone Chemical Coinvest Partners (Cayman) L.P., Blackstone Participation Partnership IV L.P., BCP 1, BCP 2 and BCP 3, BACI and each of their directors, officers, employees, shareholders, general partners, limited partners, members, advisory directors, managing directors and affiliates (other than the Company and its subsidiaries) (and directors, officers, employees, shareholders, general partners, limited partners, members, advisory directors, managing directors and controlling persons thereof) (collectively, "Related Persons"), against any and all losses, claims, damages or liabilities, joint or several, and expenses (including without limitation, reasonable attorneys' fees and any and all reasonable expenses incurred investigating, preparing or defending against any litigation, commenced or threatened, or any claim, and any and all amounts paid in any settlement of any such claim or litigation) to which such Related Person may become subject, insofar as such losses, claims, damages or liabilities (or actions or proceedings in respect thereof) or expenses arise out of or are based upon the Offer or the other transactions contemplated thereby. Such indemnification obligation shall be in addition to any liability that the Company may otherwise have to any other such Related Person. The provisions of this Section 4.4 are intended to be for the benefit of, and shall be enforceable by, each Related Person and its respective successors, heirs and representatives.

4.5 Expenses and Fees. The Company shall reimburse the Blackstone Entities and their respective Affiliates for their respective reasonable out-of-pocket fees and expenses incurred in connection with the Offer and the Secondary Offering, subject to receipt of documentation thereof reasonably acceptable to the Company. The Company shall reimburse BACI for its reasonable out-of-pocket fees and expenses incurred in connection with (x) its subscription for Ordinary Shares acquired in connection with the consummation of the Offer (including, without limitation, due diligence investigation, and the negotiation of the commitment letter and agreements, in each case relating to such subscription) and (y) this Agreement and the Secondary Offering, subject to receipt of documentation thereof reasonably acceptable to the Company. Any reimbursement by the Company of any out-of-

pocket fees and expenses incurred by the Blackstone Entities or BACI pursuant to this Section 4.5 shall be subject to the Registration Rights Agreement.

4.6 Use of Shareholders' Names . Neither any Shareholder nor the Company shall use the name of any Shareholder in connection with the business or affairs of the Company, including for purposes of publicity, public relations, marketing or fundraising, without obtaining the prior written consent of the Shareholder whose name is proposed to be used, except (a) as required by law or other legal proceeding or regulatory process or (b) for the listing of a Shareholder as a beneficial owner of registered ordinary shares of Celanese AG and/or any other entity for which public disclosure of such beneficial ownership is required or advisable, subject, in the case of these clauses (a) and (b), to prior review and comment by such Shareholder to the extent practicable under the circumstances.

ARTICLE V. MISCELLANEOUS

5.1 Additional Securities Subject to Agreement . Each Shareholder agrees that any capital stock of the Company which it hereafter acquires by means of a stock split, stock dividend, distribution, exercise of options or warrants, additional equity subscription, reorganization, redomiciliation or otherwise (other than pursuant to a Public Offering) will be subject to the provisions of this Agreement to the same extent as if held on the date hereof. If any Shareholder is issued any Common Stock Equivalents, the Shareholders agree to amend this Agreement to the extent necessary to reflect such issuance in a manner consistent with the terms and conditions hereof.

5.2 Recapitalization, Exchange, Etc . The provisions of this Agreement shall apply, to the full extent set forth herein with respect to the Common Stock and Common Stock Equivalents, to any and all shares, Common Stock Equivalents or other securities of the Company or any successor to the Company that may be issued in respect of, in exchange for, or in substitution of the Common Stock or Common Stock Equivalents. If, and as often as, there are any changes in the Common Stock or the Common Stock Equivalents, by way of any reclassifications or through merger, consolidation, reorganization, recapitalization, redomiciliation or by any other means occurring after the date of this Agreement, appropriate adjustment shall be made to the provisions of this Agreement, as may be required, so that the rights, privileges, duties and obligations hereunder shall continue with respect to the Common Stock and Common Stock Equivalents as so changed.

5.3 Termination . This Agreement shall terminate with respect to any Shareholder, on the date of which such Shareholder ceases to hold any shares of Common Stock, except that Sections 4.3 and 4.4 shall survive such termination.

5.4 Notices . Any notice, request, instruction or other document to be given hereunder by any party hereto to another party hereto shall be in writing, shall be and shall be deemed given when (a) delivered personally, (b) five (5) Business Days after being sent by certified or registered mail, postage prepaid, return receipt requested, (c) one (1) Business Day after being sent by Federal Express or other nationally recognized overnight courier, or (iv) if transmitted by facsimile if confirmed within 24 hours thereafter a signed original sent in the manner provided in clause (a), (b) or (c) to the parties at the following addresses (or at such other address for a party as shall be specified by notice from such party):

if to the Company:

Celanese Corporation
1601 West LBJ Freeway
Dallas, Texas 75234-6034

Attention: Curtis S. Shaw
Fax: (972) 332-9022

With a copy to:

Celanese Corporation
550 U.S. Highway 202/206
Bedminster, New Jersey 07921-1590
Attention: Senior SEC Counsel
Fax: (908) 901-4808

if to any Blackstone Entity:

The Blackstone Group L.P.
345 Park Avenue
New York, New York 10154
Attention: Chinh Chu
Fax: (212) 583-5722

with a copy to:

Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, New York 10017
Attention: William R. Dougherty, Esq.
Fax: (212) 455-2502

if to BACI:

BA Capital Investors Sidecar Fund, L.P.
c/o Banc of America Capital Investors, L.P.
Banc of America Corporate Center
100 North Tryon Street, 25th Floor
Charlotte, NC 28255
Attention: J. Travis Hain
Fax: (704) 386-6432

with a copy to:

Kirkland & Ellis LLP
200 East Randolph Drive
Chicago, IL 60601
Attention: Margaret A. Gibson, P.C.
Fax: (312) 861-2200

5.5 Further Assurances. The parties hereto will sign such further documents, cause such meetings to be held, resolutions passed, exercise their votes and do and perform and cause to be done such further acts and things as may be necessary in order to give full effect to this Agreement and every provision hereof.

5.6 Assignment. This Agreement will inure to the benefit of and be binding on the parties hereto and their respective successors and Permitted Assigns. Except as specifically provided herein, this Agreement may not be assigned by BACI without the express prior written consent of the Blackstone Representative, and any attempted assignment, without such consents, will be null and void. The rights of any Blackstone Entity under this Agreement may be assigned by such Blackstone Entity to any Transferee of Common Stock held by such Blackstone Entity, provided such Transferee becomes a Permitted Assign. This Section 5.6. shall in no way restrict any Transfer of shares of Common Stock by any Shareholder that is otherwise permitted by this Agreement.

5.7 Amendment; Waiver. This Agreement may be amended, supplemented or otherwise modified only by a written instrument executed by the Company and Shareholders holding a majority of the shares of Common Stock subject to this Agreement; provided that no such amendment, supplement or other modification shall adversely affect the interests of any Shareholder hereunder disproportionately to other Shareholders without the written consent of such Shareholder; and provided, further, that no such amendment, supplement or modification shall adversely affect BACI in any material respect without the written consent of the holders of a majority of the shares of Common Stock held by BACI. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and executed by the party so waiving. Except as provided in the preceding sentence, no action taken pursuant to this Agreement, including without limitation, any investigation by or on behalf of any party, will be deemed to constitute a waiver by the party taking such action of compliance with any covenants or agreements contained herein. The waiver by any party hereto of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach.

5.8 Third Parties. Except as provided in Section 4.4, this Agreement does not create any rights, claims or benefits inuring to any person that is not a party hereto nor create or establish any third party beneficiary hereto.

5.9 Governing Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of New York.

5.10 Jurisdiction. The courts of the State of New York in New York County and the United States District Court for the Southern District of New York shall have jurisdiction over the parties with respect to any dispute or controversy between them arising under or in connection with this agreement and, by execution and delivery of this agreement, each of the parties to this Agreement submits to the exclusive jurisdiction of those courts, including but not limited to the *in personam* and subject matter jurisdiction of those courts, waives any objections to such jurisdiction on the grounds of venue or *forum non conveniens*, the absence of *in personam* or subject matter jurisdiction and any similar grounds, consents to service of process by mail (in accordance with the notice provisions of this Agreement) or any other manner permitted by law, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement.

5.11 MUTUAL WAIVER OF JURY TRIAL. THE PARTIES HERETO WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING BROUGHT TO ENFORCE OR DEFEND ANY RIGHTS OR REMEDIES UNDER THIS AGREEMENT.

5.12 Specific Performance. The Company and each Shareholder acknowledge and agree that in the event of any breach of this Agreement by any of them, the Shareholders and the Company would be irreparably harmed and could not be made whole by monetary damages. Each party accordingly agrees to waive the defense in any action for specific performance that a remedy at law would be adequate and that the parties, in addition to any other remedy to which they may be entitled at law or in equity, shall be entitled to compel specific performance of this Agreement.

5.13 Entire Agreement. This Agreement, together with the Registration Rights Agreement and sets forth the entire understanding of the parties hereto with respect to the subject matter hereof. There are no agreements, representations, warranties, covenants or undertakings with respect to the subject matter hereof and thereof other than those expressly set forth herein and therein. This Agreement, together with the Registration Rights Agreement, supersedes all other prior agreements and understandings between the parties, with respect to such subject matter.

5.14 Titles and Headings. The section headings contained in this Agreement are for reference purposes only and will not affect the meaning or interpretation of this Agreement.

5.15 Severability. If one or more of the provisions, paragraphs, words, clauses, phrases or sentences contained herein, or the application thereof in any circumstances, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision, paragraph, word, clause, phrase or sentence in every other respect and of the remaining provisions, paragraphs, words, clauses, phrases or sentences hereof shall not be in any way impaired, it being intended that all rights, powers and privileges of the parties hereto shall be enforceable to the fullest extent permitted by law.

5.16 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which together will be deemed to be one and the same instrument.

5.17 Effectiveness. This Agreement shall become effective upon the consummation of the Secondary Offering and prior thereto shall be of no force or effect. Until the effectiveness of this Agreement, the Original Agreement shall remain in full force and effect in accordance with its terms. If the Secondary Offering is not consummated on or prior to November 15, 2005, this Agreement shall automatically be of no force or effect and the Original Agreement shall continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement or caused this Agreement to be executed on its behalf as of the date first written above.

CELANESE CORPORATION

By: /s/ David N. Weidman
Name: David N. Weidman
Title: Chief Executive Officer and President

BLACKSTONE CAPITAL PARTNERS (CAYMAN) LTD. 1

By: /s/ Anjan Mukherjee
Name: Anjan Mukherjee
Title: Director

BLACKSTONE CAPITAL PARTNERS (CAYMAN) LTD. 2

By: /s/ Anjan Mukherjee
Name: Anjan Mukherjee
Title: Director

BLACKSTONE CAPITAL PARTNERS (CAYMAN) LTD. 3

By: /s/ Anjan Mukherjee
Name: Anjan Mukherjee
Title: Director

BA CAPITAL INVESTORS SIDECAR FUND, L.P.

By: BA Capital Management Sidecar, L.P.
Its: General Partner

By: BACM I Sidecar GP Limited
Its: General Partner

By: John Shimp
Name: John Shimp
Title: Authorized Person

Amendment No. 1 to the Third Amended and Restated Shareholders' Agreement

This Amendment No 1 to the Third Amended and Restated Shareholders' Agreement, dated as of October 31, 2005, as amended (the "Agreement"), by and among Celanese Corporation, a Delaware corporation (formerly known as Blackstone Crystal Holdings Capital Partners (Cayman) IV Ltd.) (the "Company"), Blackstone Capital Partners (Cayman) Ltd. 1 ("BCP 1"), Blackstone Capital Partners (Cayman) Ltd. 2 ("BCP 2"), Blackstone Capital Partners (Cayman) Ltd. 3 ("BCP 3" and, together with BCP 1 and BCP 2 and their respective successors and Permitted Assigns, the "Blackstone Entities"), each an exempted company incorporated under the laws of the Cayman Islands, and BA Capital Investors Sidecar Fund, L.P., a Cayman Islands limited partnership ("BACI"), is made this 14th day of November 2005, by and among the Company, the Blackstone Entities and BACI. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in the Agreement.

WHEREAS, in connection with, and effective upon, the consummation of the Secondary Offering of the Company, the parties entered into the Agreement in order to set forth certain understandings regarding the governance of the Company and the relationship among the Company and the Shareholders;

WHEREAS, the parties desire to amend the Agreement pursuant to Section 5.7 to extend the conditional expiration date of the Agreement pending consummation of the Secondary Offering and to reaffirm the intention of the parties thereto;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein made and intending to be legally bound hereby, the parties hereto agree to amend the Agreement as follows:

1. Amendment to Section 5.17. Section 5.17 of the Agreement is hereby amended by deleting the date "November 15, 2005" in the last sentence thereof and replacing in lieu of such date, the date "December 15, 2005".
2. Ratification and Confirmation of the Agreement. Except as so modified pursuant to this Amendment, the Agreement is hereby ratified and confirmed in all respects.
3. Effectiveness. This Amendment No. 1 shall be effective as of November 14, 2005.
4. Governing Law. This Amendment No. 1 shall be governed by, and construed in accordance with the laws of the State of New York.

* * *

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement or caused this Agreement to be executed on its behalf as of the date first written above.

CELANESE CORPORATION

By: /s/ David N. Weidman
Name: David N. Weidman
Title: Chief Executive Officer and President

BLACKSTONE CAPITAL PARTNERS (CAYMAN) LTD. 1

By: /s/ Anjan Mukherjee
Name: Anjan Mukherjee
Title: Director

BLACKSTONE CAPITAL PARTNERS (CAYMAN) LTD. 2

By: /s/ Anjan Mukherjee
Name: Anjan Mukherjee
Title: Director

BLACKSTONE CAPITAL PARTNERS (CAYMAN) LTD. 3

By: /s/ Anjan Mukherjee
Name: Anjan Mukherjee
Title: Director

BA CAPITAL INVESTORS SIDECAR FUND, L.P.

By: BA Capital Management Sidecar, L.P.
Its: General Partner

By: BACM I Sidecar GP Limited
Its: General Partner

By: /s/ John Shimp
Name: John Shimp
Title: Authorized Person

End of Filing

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