

# CELANESE CORP

## FORM 10-Q (Quarterly Report)

Filed 07/29/09 for the Period Ending 06/30/09

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

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

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**Form 10-Q**

- QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**  
For the quarterly period ended June 30, 2009
- 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)*

**1601 West LBJ Freeway,  
Dallas, TX**  
*(Address of Principal Executive Offices)*

**98-0420726**  
*(I.R.S. Employer  
Identification No.)*

**75234-6034**  
*(Zip Code)*

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

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 has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). 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 the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer  Accelerated filer  Non-accelerated filer  Smaller reporting company   
(Do not check if a 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 July 23, 2009 was 143,579,582.

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**CELANESE CORPORATION**  
**Form 10-Q**  
**For the Quarterly Period Ended June 30, 2009**

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## Item 1. Financial Statements

## CELANESE CORPORATION AND SUBSIDIARIES

## UNAUDITED INTERIM CONSOLIDATED STATEMENTS OF OPERATIONS

	Three Months Ended		Six Months Ended June 30,	
	June 30, 2009	2008	2009	2008
	(In \$ millions, except for share and per share data)			
Net sales	1,244	1,868	2,390	3,714
Cost of sales	(996)	(1,472)	(1,942)	(2,900)
Gross profit	248	396	448	814
Selling, general and administrative expenses	(114)	(138)	(228)	(274)
Amortization of intangible assets (primarily customer relationships)	(21)	(20)	(38)	(39)
Research and development expenses	(18)	(18)	(38)	(41)
Other (charges) gains, net	(6)	(7)	(27)	(23)
Foreign exchange gain (loss), net	1	(3)	3	4
Gain (loss) on disposition of businesses and assets, net	(1)	(3)	(4)	—
Operating profit	89	207	116	441
Equity in net earnings (loss) of affiliates	27	17	25	27
Interest expense	(54)	(63)	(105)	(130)
Interest income	2	10	5	19
Dividend income — cost investments	56	75	62	103
Other income (expense), net	2	1	3	5
Earnings (loss) from continuing operations before tax	122	247	106	465
Income tax (provision) benefit	(17)	(45)	(22)	(118)
Earnings (loss) from continuing operations	105	202	84	347
Earnings (loss) from operation of discontinued operations	(1)	(112)	—	(112)
Income tax (provision) benefit	—	43	—	43
Earnings (loss) from discontinued operations	(1)	(69)	—	(69)
Net earnings (loss)	104	133	84	278
Less: Net earnings (loss) attributable to noncontrolling interests	—	(1)	—	(1)
Net earnings (loss) attributable to Celanese Corporation	104	134	84	279
Cumulative preferred stock dividends	(2)	(2)	(5)	(5)
Net earnings (loss) available to common shareholders	102	132	79	274
Amounts attributable to Celanese Corporation				
Earnings (loss) from continuing operations	105	203	84	348
Earnings (loss) from discontinued operations	(1)	(69)	—	(69)
Net earnings (loss)	104	134	84	279
Earnings (loss) per common share — basic				
Continuing operations	0.72	1.33	0.55	2.26
Discontinued operations	(0.01)	(0.46)	—	(0.45)
Net earnings (loss) — basic	0.71	0.87	0.55	1.81
Earnings (loss) per common share — diluted				
Continuing operations	0.67	1.21	0.54	2.08
Discontinued operations	(0.01)	(0.41)	—	(0.41)
Net earnings (loss) — diluted	0.66	0.80	0.54	1.67
Weighted average shares — basic	143,528,126	150,905,770	143,517,588	151,449,762
Weighted average shares — diluted	157,077,970	167,814,803	156,355,049	167,561,793

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

**CELANESE CORPORATION AND SUBSIDIARIES**

**UNAUDITED CONSOLIDATED BALANCE SHEETS**

	As of June 30, 2009	As of December 31, 2008
	(In \$ millions, except share amounts)	
<b>ASSETS</b>		
Current assets		
Cash and cash equivalents	1,145	676
Trade receivables— third party and affiliates (net of allowance for doubtful accounts — 2009: \$22; 2008: \$25)	702	631
Non-trade receivables	231	274
Inventories	473	577
Deferred income taxes	23	24
Marketable securities, at fair value	6	6
Assets held for sale	135	2
Other assets	63	96
Total current assets	<u>2,778</u>	<u>2,286</u>
Investments in affiliates	767	789
Property, plant and equipment (net of accumulated depreciation — 2009: \$1,012; 2008: \$1,053)	2,533	2,470
Deferred income taxes	26	27
Marketable securities, at fair value	76	94
Other assets	327	357
Goodwill	788	779
Intangible assets, net	328	364
Total assets	<u>7,623</u>	<u>7,166</u>
<b>LIABILITIES AND SHAREHOLDERS' EQUITY</b>		
Current liabilities		
Short-term borrowings and current installments of long-term debt — third party and affiliates	224	233
Trade payables — third party and affiliates	557	523
Other liabilities	529	574
Deferred income taxes	15	15
Income taxes payable	17	24
Total current liabilities	<u>1,342</u>	<u>1,369</u>
Long-term debt	3,268	3,300
Deferred income taxes	123	122
Uncertain tax positions	229	218
Benefit obligations	1,159	1,167
Other liabilities	1,254	806
Commitments and contingencies		
Shareholders' equity		
Preferred stock, \$0.01 par value, 100,000,000 shares authorized (2009 and 2008: 9,600,000 issued and outstanding)	—	—
Series A common stock, \$0.0001 par value, 400,000,000 shares authorized (2009: 164,171,268 issued and 143,569,582 outstanding; 2008: 164,107,394 issued and 143,505,708 outstanding)	—	—
Series B common stock, \$0.0001 par value, 100,000,000 shares authorized (2009 and 2008: 0 shares issued and outstanding)	—	—
Treasury stock, at cost (2009 and 2008: 20,601,686 shares)	(781)	(781)
Additional paid-in capital	501	495
Retained earnings	1,114	1,047
Accumulated other comprehensive income (loss), net	(588)	(579)
Total Celanese Corporation shareholders' equity	246	182
Noncontrolling interests	2	2
Total shareholders' equity	<u>248</u>	<u>184</u>
Total liabilities and shareholders' equity	<u>7,623</u>	<u>7,166</u>

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)**

	Six Months Ended June 30, 2009	
	<u>Shares Outstanding</u>	<u>Amount</u>
	(In \$ millions, except share data)	
<b>Preferred stock</b>		
Balance as of the beginning of the period	9,600,000	—
Issuance of preferred stock	—	—
Balance as of the end of the period	<u>9,600,000</u>	<u>—</u>
<b>Series A common stock</b>		
Balance as of the beginning of the period	143,505,708	—
Stock option exercises	41,101	—
Purchases of treasury stock, including related fees	—	—
Stock awards	22,773	—
Balance as of the end of the period	<u>143,569,582</u>	<u>—</u>
<b>Treasury stock</b>		
Balance as of the beginning of the period	20,601,686	(781)
Purchases of treasury stock, including related fees	—	—
Balance as of the end of the period	<u>20,601,686</u>	<u>(781)</u>
<b>Additional paid-in capital</b>		
Balance as of the beginning of the period		495
Stock-based compensation, net of tax		5
Stock option exercises		1
Balance as of the end of the period		<u>501</u>
<b>Retained earnings</b>		
Balance as of the beginning of the period		1,047
Net earnings (loss) attributable to Celanese Corporation		84
Series A common stock dividends		(12)
Preferred stock dividends		(5)
Balance as of the end of the period		<u>1,114</u>
<b>Accumulated other comprehensive income (loss), net</b>		
Balance as of the beginning of the period		(579)
Unrealized gain (loss) on securities		(13)
Foreign currency translation		(9)
Unrealized gain (loss) on interest rate swaps		14
Pension and postretirement benefits		(1)
Balance as of the end of the period		<u>(588)</u>
<b>Total Celanese Corporation shareholders' equity</b>		<u>246</u>
<b>Noncontrolling interests</b>		
Balance as of the beginning of the period		2
Net earnings (loss) attributable to noncontrolling interests		—
Balance as of the end of the period		<u>2</u>
<b>Total shareholders' equity</b>		<u>248</u>
<b>Comprehensive income (loss)</b>		
Net earnings (loss)		84
Other comprehensive income (loss), net of tax:		
Unrealized gain (loss) on securities		(13)
Foreign currency translation		(9)
Unrealized gain (loss) on interest rate swaps		14
Pension and postretirement benefits		(1)
Total comprehensive income (loss), net of tax		<u>75</u>
Comprehensive income (loss) attributable to noncontrolling interests		<u>—</u>
Comprehensive income (loss) attributable to Celanese Corporation		<u>75</u>

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

## CELANESE CORPORATION AND SUBSIDIARIES

## UNAUDITED INTERIM CONSOLIDATED STATEMENTS OF CASH FLOWS

	Six Months Ended	
	June 30,	
	2009	2008
	(In \$ millions)	
<b>Operating activities</b>		
Net earnings (loss)	84	278
Adjustments to reconcile net earnings (loss) to net cash provided by operating activities:		
Other charges (gains), net of amounts used	(6)	5
Depreciation, amortization and accretion	156	178
Deferred income taxes, net	3	(8)
(Gain) loss on disposition of businesses and assets, net	3	(2)
Other, net	12	32
Operating cash provided by (used in) discontinued operations	1	5
Value-added tax on deferred proceeds from Ticona Kelsterbach plant relocation	—	59
Changes in operating assets and liabilities:		
Trade receivables — third party and affiliates, net	(70)	(14)
Inventories	75	(94)
Other assets	55	(1)
Trade payables — third party and affiliates	35	6
Other liabilities	(49)	(98)
Net cash provided by operating activities	299	346
<b>Investing activities</b>		
Capital expenditures on property, plant and equipment	(96)	(136)
Acquisitions and related fees, net of cash acquired	—	(1)
Proceeds from sale of businesses and assets, net	(1)	3
Deferred proceeds on Ticona Kelsterbach plant relocation	412	311
Capital expenditures related to Ticona Kelsterbach plant relocation	(147)	(62)
Proceeds from sale of marketable securities	15	96
Purchases of marketable securities	—	(83)
Settlement of cross currency swap agreement	—	(93)
Other, net	—	(68)
Net cash provided by (used in) investing activities	183	(33)
<b>Financing activities</b>		
Short-term borrowings (repayments), net	6	(47)
Proceeds from long-term debt	—	13
Repayments of long-term debt	(46)	(23)
Refinancing costs	(3)	—
Purchases of treasury stock, including related fees	—	(126)
Stock option exercises	1	17
Series A common stock dividends	(12)	(12)
Preferred stock dividends	(5)	(5)
Net cash used in financing activities	(59)	(183)
Exchange rate effects on cash and cash equivalents	46	28
Net increase (decrease) in cash and cash equivalents	469	158
Cash and cash equivalents at beginning of period	676	825
Cash and cash equivalents at end of period	<u>1,145</u>	<u>983</u>

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*

The unaudited interim consolidated financial statements for the three and six months ended June 30, 2009 and 2008 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, 2008, as filed on February 13, 2009 with the SEC as part of the Company’s Annual Report on Form 10-K (the “2008 Form 10-K”).

Operating results for the three and six months ended June 30, 2009 and 2008 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. Recent Accounting Pronouncements**

In December 2008, the Financial Accounting Standards Board (“FASB”) issued FASB Staff Position (“FSP”) No. FAS 132(R)-1, *Employers’ Disclosures about Postretirement Benefit Plan Assets*, (“FSP No. FAS 132(R)-1”). FSP No. FAS 132(R)-1 requires enhanced disclosures about the plan assets of a Company’s defined benefit pension and other postretirement plans intended to provide financial statement users with a greater understanding of: 1) how investment allocation decisions are made; 2) the major categories of plan assets; 3) the inputs and valuation techniques used to measure the fair value of plan assets; 4) the effect of fair value measurements using significant unobservable inputs on changes in plan assets for the period; and 5) significant concentrations of risk within plan

**CELANESE CORPORATION AND SUBSIDIARIES**  
**NOTES TO THE UNAUDITED INTERIM CONSOLIDATED**  
**FINANCIAL STATEMENTS — (Continued)**

assets. The Company adopted FSP FAS No. FAS 132(R)-1 beginning January 1, 2009. This FSP had no impact on the Company's financial position, results of operations or cash flows.

In April 2009, the FASB issued FSP No. FAS 141(R)-1, *Accounting for Assets Acquired and Liabilities Assumed in a Business Combination That Arise from Contingencies*, ("FSP No. FAS 141(R)-1"). FSP No. FAS 141(R)-1 amends FASB Statement No. 141(R), *Business Combinations*, to address application issues related to the measurement, accounting and disclosure of assets and liabilities arising from contingencies in a business combination. The Company adopted FSP FAS No. 141(R)-1 upon issuance. This FSP had no impact on the Company's financial position, results of operations or cash flows.

In April 2009, the FASB issued FSP No. FAS 157-4, *Determining Fair Value When the Volume and Level of Activity for the Asset or Liability Have Significantly Decreased and Identifying Transactions That Are Not Orderly*, ("FSP No. FAS 157-4"). FSP No. FAS 157-4 provides additional guidance for estimating fair value in accordance with FASB Statement No. 157, *Fair Value Measurements* ("SFAS No. 157"), and emphasizes that even if there has been a significant decrease in the volume and level of activity for the asset or liability and regardless of the valuation technique(s) used, the objective of a fair value measurement remains the same. The Company adopted FSP FAS No. 157-4 beginning April 1, 2009. This FSP had no material impact on the Company's financial position, results of operations or cash flows.

In April 2009, the FASB issued FSP No. FAS 107-1 and APB 28-1, *Interim Disclosures about Fair Value of Financial Instruments*, ("FSP No. FAS 107-1 and APB 28-1"). FSP No. FAS 107-1 and APB 28-1 amends FASB Statement No. 107, *Disclosures about Fair Value of Financial Instruments*, to require disclosures about fair value of financial instruments for interim reporting periods of publicly traded companies as well as in annual financial statements and also amends Accounting Principles Board Opinion No. 28, *Interim Financial Reporting*, to require those disclosures in summarized financial information at interim reporting periods. The Company adopted FSP FAS No. 107-1 and APB 28-1 beginning April 1, 2009. This FSP had no impact on the Company's financial position, results of operations or cash flows.

In April 2009, the FASB issued FSP No. FAS 115-2 and FAS 124-2, *Recognition and Presentation of Other-Than-Temporary Impairments*, ("FSP No. FAS 115-2 and FAS 124-2"). FSP No. FAS 115-2 and FAS 124-2 provides guidance to determine whether the holder of an investment in a debt security for which changes in fair value are not regularly recognized in earnings should recognize a loss in earnings when the investment is impaired. This FSP also improves the presentation and disclosure of other-than-temporary impairments on debt and equity securities in the consolidated financial statements. The Company adopted FSP FAS No. 115-2 and FAS 124-2 beginning April 1, 2009. This FSP had no material impact on the Company's financial position, results of operations or cash flows.

In May 2009, the FASB issued Statement of Financial Accounting Standards ("SFAS") No. 165, *Subsequent Events* ("SFAS No. 165") to establish accounting and disclosure standards for events that occur after the balance sheet date but before financial statements are issued or are available to be issued. It defines financial statements as available to be issued, requiring the disclosure of the date through which an entity has evaluated subsequent events and the basis for that date, whether it be the date the financial statements were issued or the date they were available to be issued. The Company adopted SFAS No. 165 upon issuance. This standard had no material impact on the Company's financial position, results of operations or cash flows.

In June 2009, the FASB issued SFAS No. 168, *The FASB Accounting Standards Codification<sup>TM</sup> and the Hierarchy of Generally Accepted Accounting Principles*, ("SFAS No. 168"), which becomes effective for financial statements issued for interim and annual periods ending after September 15, 2009. SFAS No. 168 replaces SFAS No. 162, *The Hierarchy of Generally Accepted Accounting Principles*. SFAS No. 168 identifies the sources of accounting principles and the framework for selecting principles used in the preparation of financial statements of

**CELANESE CORPORATION AND SUBSIDIARIES**  
**NOTES TO THE UNAUDITED INTERIM CONSOLIDATED**  
**FINANCIAL STATEMENTS — (Continued)**

nongovernmental entities that are presented in conformity with US GAAP (the GAAP hierarchy). This standard will have no impact on the Company's financial position, results of operations or cash flows.

### 3. Asset Sales

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 ceased its chemical operations at the site in December 2008. Proceeds received upon certain milestone events are treated as deferred proceeds and included in noncurrent Other liabilities in the Company's unaudited consolidated balance sheets until the transaction is complete (expected to be in 2010), as defined in the sales agreement. These operations are included in the Company's Acetyl Intermediates segment.

At June 30, 2009 and December 31, 2008, Assets held for sale included an office building with a net book value of \$2 million.

### 4. Inventories

	As of June 30, 2009	As of December 31, 2008
	(In \$ millions)	
Finished goods	342	434
Work-in-process	24	24
Raw materials and supplies	107	119
Total	<u>473</u>	<u>577</u>

### 5. Marketable Securities, at Fair Value

The Company's captive insurance companies and pension-related trusts hold available-for-sale securities for capitalization and funding requirements, respectively. The Company received proceeds from sales of marketable securities and recorded realized gains (losses) to Other income (expense), net in the consolidated statements of operations as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2009	2008	2009	2008
	(In \$ millions)			
Proceeds from sale of securities	—	33	15	96
Realized gain on sale of securities	1	2	3	2
Realized loss on sale of securities	—	(1)	—	(3)
Net realized gain (loss) on sale of securities	<u>1</u>	<u>1</u>	<u>3</u>	<u>(1)</u>

The Company reviews all investments for other-than-temporary impairment at least quarterly or as indicators of impairment exist. Indicators of impairment include the duration and severity of the decline in fair value below carrying value as well as the intent and ability to hold the investment to allow for a recovery in the market value of the investment. In addition, the Company considers qualitative factors that include, but are not limited to: (i) the financial condition and business plans of the investee including its future earnings potential, (ii) the investee's credit rating, and (iii) the current and expected market and industry conditions in which the investee operates. If a decline in the fair value of an investment is deemed by management to be other-than-temporary, the Company writes down

**CELANESE CORPORATION AND SUBSIDIARIES**  
**NOTES TO THE UNAUDITED INTERIM CONSOLIDATED**  
**FINANCIAL STATEMENTS — (Continued)**

the carrying value of the investment to fair value, and the amount of the write-down is included in net earnings. Such a determination is dependent on the facts and circumstances relating to each investment. No investments were determined to be other-than-temporarily impaired for the six months ended June 30, 2009. All securities in an unrealized loss position have been in a loss position for less than twelve months.

The amortized cost, gross unrealized gain, gross unrealized loss and fair values for available-for-sale securities by major security type were as follows:

	<u>Amortized Cost</u>	<u>Gross Unrealized Gain</u>	<u>Gross Unrealized Loss</u>	<u>Fair Value</u>
	(In \$ millions)			
Debt securities				
US government	29	4	—	33
US corporate	<u>1</u>	<u>—</u>	<u>—</u>	<u>1</u>
Total debt securities	30	4	—	34
Equity securities	56	—	(13)	43
Money market deposits and other securities	<u>5</u>	<u>—</u>	<u>—</u>	<u>5</u>
As of June 30, 2009	<u>91</u>	<u>4</u>	<u>(13)</u>	<u>82</u>
Debt securities				
US government	35	17	—	52
US corporate	<u>3</u>	<u>—</u>	<u>—</u>	<u>3</u>
Total debt securities	38	17	—	55
Equity securities	55	—	(13)	42
Money market deposits and other securities	<u>3</u>	<u>—</u>	<u>—</u>	<u>3</u>
As of December 31, 2008	<u>96</u>	<u>17</u>	<u>(13)</u>	<u>100</u>

Fixed maturities as of June 30, 2009 by contractual maturity are shown below. Actual maturities could differ from contractual maturities because borrowers may have the right to call or prepay obligations, with or without call or prepayment penalties.

	<u>Amortized Cost</u>	<u>Fair Value</u>
	(In \$ millions)	
Within one year	6	6
From one to five years	—	—
From six to ten years	—	—
Greater than ten years	<u>29</u>	<u>33</u>
Total	<u>35</u>	<u>39</u>

Proceeds received from fixed maturities that mature within one year are expected to be reinvested into additional securities upon such maturity.

**CELANESE CORPORATION AND SUBSIDIARIES**  
**NOTES TO THE UNAUDITED INTERIM CONSOLIDATED**  
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**6. Goodwill and Intangible Assets, Net***Goodwill*

	<u>Advanced Engineered Materials</u>	<u>Consumer Specialties</u>	<u>Industrial Specialties</u>	<u>Acetyl Intermediates</u>	<u>Other</u>	<u>Total</u>
	(In \$ millions)					
As of December 31, 2008	258	252	34	235	—	779
Exchange rate changes	<u>2</u>	<u>4</u>	<u>—</u>	<u>3</u>	<u>—</u>	<u>9</u>
As of June 30, 2009	<u>260</u>	<u>256</u>	<u>34</u>	<u>238</u>	<u>—</u>	<u>788</u>

*Intangible Assets, Net*

	<u>Trademarks and Trade names</u>	<u>Licenses</u>	<u>Customer-Related Intangible Assets</u>	<u>Developed Technology</u>	<u>Other</u>	<u>Total</u>
	(In \$ millions)					
<b>Gross Asset Value</b>						
As of December 31, 2008	82	29	537	12	12	672
Exchange rate changes	<u>—</u>	<u>—</u>	<u>7</u>	<u>—</u>	<u>—</u>	<u>7</u>
As of June 30, 2009	<u>82</u>	<u>29</u>	<u>544</u>	<u>12</u>	<u>12</u>	<u>679</u>
<b>Accumulated Amortization</b>						
As of December 31, 2008	—	(3)	(285)	(10)	(10)	(308)
Amortization	<u>(3)</u>	<u>(1)</u>	<u>(33)</u>	<u>—</u>	<u>(1)</u>	<u>(38)</u>
Exchange rate changes	<u>—</u>	<u>—</u>	<u>(5)</u>	<u>—</u>	<u>—</u>	<u>(5)</u>
As of June 30, 2009	<u>(3)</u>	<u>(4)</u>	<u>(323)</u>	<u>(10)</u>	<u>(11)</u>	<u>(351)</u>
Net book value as of June 30, 2009	<u>79</u>	<u>25</u>	<u>221</u>	<u>2</u>	<u>1</u>	<u>328</u>

Aggregate amortization expense for intangible assets with finite lives during the three months ended June 30, 2009 and 2008 was \$21 million and \$20 million, respectively. Aggregate amortization expense for intangible assets with finite lives during the six months ended June 30, 2009 and 2008 was \$38 million and \$39 million, respectively.

During the three months ended June 30, 2009 the Company accelerated amortization on the AT Plastics trade name which will be discontinued August 1, 2009. The remaining net book value (\$3 million) of the AT Plastics trade name will be amortized through July 31, 2009.

Estimated amortization expense for the succeeding five fiscal years is \$64 million in 2010, \$59 million in 2011, \$45 million in 2012, \$29 million in 2013 and \$19 million in 2014.

For the three and six months ended June 30, 2009, the Company did not renew or extend any intangible assets.

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**7. Debt**

	As of June 30, 2009	As of December 31, 2008
	(In \$ millions)	
<b>Short-term borrowings and current installments of long-term debt — third party and affiliates</b>		
Current installments of long-term debt	72	81
Short-term borrowings, principally comprised of amounts due to affiliates	<u>152</u>	<u>152</u>
Total	<u>224</u>	<u>233</u>
<b>Long-term debt</b>		
Senior credit facilities: Term loan facility due 2014	2,789	2,794
Term notes 7.125%, due 2009	—	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 and unsecured borrowings due at various dates through 2054	203	211
Other bank obligations, interest rates ranging from 3.0% to 5.3%, due at various dates through 2014	<u>167</u>	<u>181</u>
Subtotal	3,340	3,381
Less: Current installments of long-term debt	<u>72</u>	<u>81</u>
Total	<u>3,268</u>	<u>3,300</u>

**Senior Credit Facilities**

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 \$600 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 June 30, 2009 the applicable margin was 1.75%. The term loans under the senior credit agreement are subject to amortization at 1% of the initial principal amount per annum, payable quarterly. The remaining principal amount of the term loans is due on April 2, 2014.

As of June 30, 2009, there were \$89 million of letters of credit issued under the credit-linked revolving facility and \$139 million remained available for borrowing. As of June 30, 2009, there were no outstanding borrowings or letters of credit issued under the revolving credit facility.

On June 30, 2009, the Company entered into an amendment to the senior credit agreement. The amendment reduced the amount available under the revolving credit portion of the senior credit agreement from \$650 million to \$600 million and increased the first lien senior secured leverage ratio covenant that is applicable when any amount is outstanding under the revolving credit portion of the senior credit agreement as set forth below. Prior to giving

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effect to the amendment, the maximum first lien senior secured leverage ratio was 3.90 to 1.00. As amended, the maximum senior secured leverage ratio for the following trailing four-quarter periods is as follows:

	<b>First Lien Senior Secured Leverage Ratio</b>
June 30, 2009	4.75 to 1.00
September 30, 2009	5.75 to 1.00
December 31, 2009	5.25 to 1.00
March 31, 2010	4.75 to 1.00
June 30, 2010	4.25 to 1.00
September 30, 2010	4.25 to 1.00
December 31, 2010 and thereafter	3.90 to 1.00

As a condition to borrowing funds or requesting that letters of credit be issued under that facility, the Company's first lien senior secured leverage ratio (as calculated as of the last day of the most recent fiscal quarter for which financial statements have been delivered under the revolving facility) cannot exceed a certain threshold as specified above. The first lien senior secured leverage ratio is calculated as the ratio of consolidated first lien senior secured debt to earnings before interest, taxes, depreciation and amortization, subject to adjustment identified in the credit agreement.

Based on the estimated first lien senior secured leverage ratio for the trailing four quarters at June 30, 2009, the Company's borrowing capacity under the revolving credit facility is currently \$600 million. Further, the Company's first lien senior secured leverage ratio must be maintained at or below that threshold while any amounts are outstanding under the revolving credit facility. As of the quarter ended June 30, 2009, the Company estimates its first lien senior secured leverage ratio to be 3.80 to 1.00 (which would be 4.59 to 1.00 were the revolving credit facility fully drawn). The maximum first lien senior secured leverage ratio under the revolving credit facility for such quarter is 4.75 to 1.00.

The Company's senior credit agreement also contains a number of restrictions on certain of its subsidiaries, including, but not limited to, restrictions on their ability to incur indebtedness; grant liens on assets; merge, consolidate, or sell assets; pay dividends or make other restricted payments; make investments; prepay or modify certain indebtedness; engage in transactions with affiliates; enter into sale-leaseback transactions or hedge transactions; or engage in other businesses. The senior credit agreement also contains a number of affirmative covenants and events of default, including a cross default to other debt of certain of the Company's subsidiaries in an aggregate amount equal to more than \$40 million and the occurrence of a change of control. Failure to comply with these covenants, or the occurrence of any other event of default, could result in acceleration of the loans and other financial obligations under the Company's senior credit agreement.

The senior credit agreement is guaranteed by Celanese Holdings LLC, a subsidiary of Celanese Corporation, and certain domestic subsidiaries of the Company's subsidiary, Celanese US Holdings LLC ("Celanese US"), a Delaware limited liability company, and is secured by a lien on substantially all assets of Celanese US and such subsidiaries, 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 June 30, 2009.

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**8. Other Liabilities**

The components of current Other liabilities are as follows:

	As of June 30, 2009	As of December 31, 2008
(In \$ millions)		
Salaries and benefits	92	107
Environmental	17	19
Restructuring	25	32
Insurance	33	34
Asset retirement obligations	8	9
Derivatives	79	67
Current portion of benefit obligations	61	57
Interest	26	54
Sales and use tax/foreign withholding tax payable	11	16
Uncertain tax positions	5	—
Other	172	179
Total	<u>529</u>	<u>574</u>

The components of noncurrent Other liabilities are as follows:

	As of June 30, 2009	As of June 30, 2008
(In \$ millions)		
Environmental	84	79
Insurance	93	85
Deferred revenue	52	56
Deferred proceeds (see Notes 3 and 19)	830	370
Asset retirement obligations	37	40
Derivatives	54	76
Other	104	100
Total	<u>1,254</u>	<u>806</u>



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## 9. Benefit Obligations

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

	Pension Benefits			Postretirement Benefits		Pension Benefits			Postretirement Benefits	
	Three Months Ended June 30,			Six Months Ended June 30,		Six Months Ended June 30,			Six Months Ended June 30,	
	2009	2008	2009	2008	2009	2008	2009	2008	2009	2008
	(In \$ millions)									
Service cost	7	9	1	1	14	16	1	1		
Interest cost	48	57	4	5	95	99	8	9		
Expected return on plan assets	(52)	(64)	—	—	(102)	(111)	—	—		
Recognized actuarial (gain) loss	1	—	(2)	(1)	1	—	(3)	(2)		
Settlement (gain) loss	1	—	—	—	1	—	—	—		
Total	<u>5</u>	<u>2</u>	<u>3</u>	<u>5</u>	<u>9</u>	<u>4</u>	<u>6</u>	<u>8</u>		

The Company expects to contribute \$40 million to its defined benefit pension plans in 2009. As of June 30, 2009, \$19 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 \$35 million under the provisions of its other postretirement benefit plans in 2009. As of June 30, 2009, \$14 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 totaled \$4 million for the six months ended June 30, 2009.

## 10. 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 \$101 million and \$98 million as of June 30, 2009 and December 31, 2008, 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 (as defined below). In addition, as part of the demerger agreement between the Company and Hoechst AG ("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.

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*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 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. The Company had provisions totaling \$11 million for both June 30, 2009 and December 31, 2008 for US Superfund sites.

Additional information relating to environmental remediation activity is contained in the footnotes to the Company’s consolidated financial statements included in the 2008 Form 10-K.

## **11. Shareholders’ Equity**

*Treasury Stock*

In February 2008, the Company’s Board of Directors authorized the repurchase of up to \$400 million of the Company’s Series A common stock. This authorization was increased to \$500 million in October 2008. The authorization gives management discretion in determining the conditions under which shares may be repurchased. As of June 30, 2009, the Company had repurchased 9,763,200 shares of its Series A common stock pursuant to this authorization. During the six months ended June 30, 2009, the Company did not repurchase any shares of its Series A common stock. During the six months ended June 30, 2008, the Company repurchased 2,948,900 shares of its Series A common stock at an average purchase price of \$42.71 per share.

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), Net*

Adjustments to net earnings (loss) to calculate other comprehensive income (loss) totaled \$(9) million and \$9 million for the six months ended June 30, 2009 and 2008, respectively. These amounts were net of tax benefit of \$1 million and \$0 million for the six months ended June 30, 2009 and 2008, respectively. Adjustments to net earnings (loss) for comprehensive income (loss) totaled \$102 million and \$42 million for the three months ended June 30, 2009 and 2008, respectively. These amounts were net of tax benefit of \$1 million and \$0 million for the three months ended June 30, 2009 and 2008, respectively.

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**12. 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 is actively defending those matters where the Company is named as a defendant. Additionally, the Company believes it has determined its best estimate, based on the advice of legal counsel, that adequate reserves have been made and that the ultimate outcomes will not have a material adverse effect on the financial position of the Company; however, the ultimate outcome of any given matter may have a material impact on the results of operations or cash flows of the Company in any given reporting period.

***Plumbing Actions***

CNA Holdings, LLC (“CNA Holdings”), a US subsidiary of the Company, which included the US business now conducted by the Ticona business included in the Advanced Engineered Materials segment, along with Shell Oil Company (“Shell”), E.I. DuPont de Nemours and Company (“DuPont”) and others, has been a defendant in a series of lawsuits, including a number of class actions, alleging that plastics manufactured by these companies that were utilized in the production of plumbing systems for residential property were defective or caused such plumbing systems to fail. Based on, among other things, the findings of outside experts and the successful use of Ticona’s acetal copolymer in similar applications, CNA Holdings does not believe Ticona’s acetal copolymer was defective or caused the plumbing systems to fail. In many cases CNA Holdings’ potential future exposure may be limited by invocation of the statute of limitations since CNA Holdings ceased selling the resin for use in the plumbing systems in site-built homes during 1986 and in manufactured homes during 1990.

In November 1995, CNA Holdings, DuPont and Shell entered into national class action settlements which called for the replacement of plumbing systems of claimants who have had qualifying leaks, as well as reimbursements for certain leak damage. In connection with such settlements, the three companies had agreed to fund these replacements and reimbursements up to an aggregate amount of \$950 million. In 2002, based on projections that the cap would be exceeded, Shell and the Company added \$75 million for a total of \$1.025 billion. The cap was further increased by \$78 million to \$1.103 billion primarily as a result of funds transferred from the US Brass Trust. Additional funds transferred from the US Brass Trust may further increase the cap in the future. Excess funds remaining upon complete dissolution of the class action are payable to Shell and the Company.

During the period between 1995 and 2001, CNA Holdings was also named as a defendant in the following putative class actions:

- *Cox, et al. v. Hoechst Celanese Corporation, et al.*, No. 94-0047 (Chancery Ct., Obion County, Tennessee) (class was certified).
- *Couture, et al. v. Shell Oil Company, et al.*, No. 200-06-000001-985 (Quebec Superior Court, Canada).
- *Dilday, et al. v. Hoechst Celanese Corporation, et al.*, No. 15187 (Chancery Ct., Weakley County, Tennessee).
- *Furlan v. Shell Oil Company, et al.*, No. C967239 (British Columbia Supreme Court, Vancouver Registry, Canada).
- *Gariepy, et al. v. Shell Oil Company, et al.*, No. 30781/99 (Ontario Court General Division, Canada).
- *Shelter General Insurance Co., et al. v. Shell Oil Company, et al.*, No. 16809 (Chancery Ct., Weakley County, Tennessee).
- *St. Croix Ltd., et al. v. Shell Oil Company, et al.*, No. 1997/467 (Territorial Ct., St. Croix Division, the US Virgin Islands).

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- *Tranter v. Shell Oil Company, et al.*, No. 46565/97 (Ontario Court General Division, Canada).

In addition, between 1994 and 2008 CNA Holdings was named as a defendant in numerous non-class actions filed in Florida, Georgia, Louisiana, Mississippi, New Jersey, Tennessee and Texas, the US Virgin Islands and Canada of which nine are currently pending. In all of these actions, the plaintiffs have sought recovery for alleged damages caused by leaking polybutylene plumbing. Damage amounts have generally not been specified but these cases generally do not involve (either individually or in the aggregate) a large number of homes.

As of June 30, 2009 and December 31, 2008, the Company had remaining accruals of \$62 million and \$64 million, respectively, of which \$2 million is included in current Other liabilities in the unaudited consolidated balance sheets.

The Company reached settlements with CNA Holdings' insurers specifying their responsibility for these claims. During the year ended December 31, 2007, the Company received \$23 million of insurance proceeds from various CNA Holdings' insurers as full satisfaction for their responsibility for these claims. During the year ended December 31, 2008, the Company received less than \$1 million from insurers. During the six months ended June 30, 2009, the Company recognized a \$2 million decrease in legal reserves for plumbing claims for which the statute of limitations has expired and received \$1 million of insurance recoveries associated with plumbing cases.

***Plumbing Insurance Indemnifications***

Celanese GmbH entered into agreements with insurance companies related to product liability settlements associated with Celcon<sup>®</sup> 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, Celanese GmbH 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.

***Sorbates Antitrust Actions***

In May 2002, the European Commission informed Hoechst of its intent to officially investigate the sorbates industry. In early January 2003, the European Commission served Hoechst, Nutrinova, Inc., a US subsidiary of Nutrinova Nutrition Specialties & Food Ingredients GmbH and previously a wholly owned subsidiary of Hoechst ("Nutrinova"), and a number of competitors of Nutrinova with a statement of objections alleging unlawful, anticompetitive behavior affecting the European sorbates market. In October 2003, the European Commission ruled that Hoechst, Chisso Corporation, Daicel Chemical Industries Ltd. ("Daicel"), The Nippon Synthetic Chemical Industry Co. Ltd. and Ueno Fine Chemicals Industry Ltd. operated a cartel in the European sorbates market between 1979 and 1996. The European Commission imposed a total fine of €138 million on such companies, of which €99 million was assessed against Hoechst and its legal successors. The case against Nutrinova was closed. Pursuant to the Demerger Agreement with Hoechst, Celanese GmbH was assigned the obligation related to the sorbates antitrust matter; however, Hoechst, and its legal successors, agreed to indemnify Celanese GmbH for 80% of any costs Celanese GmbH incurred relative to this matter. Accordingly, Celanese GmbH recognized a receivable from Hoechst from this indemnification. In June 2008, the Court of First Instance of the European Communities (Fifth Chamber) reduced the fine against Hoechst to €74.25million and in July 2008, Hoechst paid the €74.25million

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fine. In August 2008, the Company paid Hoechst €17million, including interest of €2 million, in satisfaction of its 20% obligation with respect to the fine.

Based on the advice of external counsel and a review of the existing facts and circumstances relating to the sorbates antitrust matters, including the settlement of the European Union's investigation, as well as civil claims filed and settled, the Company released its accruals related to the settled sorbates antitrust matters and the indemnification receivables resulting in a gain of \$8 million, net, for the year ended December 31, 2008.

In addition, in 2004 a civil antitrust action styled *Freeman Industries LLC v. Eastman Chemical Co., et. al.* was filed against Hoechst and Nutrinova, in the Law Court for Sullivan County in Kingsport, Tennessee. The plaintiff sought monetary damages and other relief for alleged conduct involving the sorbates industry. The trial court dismissed the plaintiff's claims and upon appeal the Supreme Court of Tennessee affirmed the dismissal of the plaintiff's claims. In December 2005, the plaintiff lost an attempt to amend its complaint and the entire action was dismissed with prejudice by the trial court. Plaintiff's counsel has subsequently filed a new complaint with new class representatives in the District Court of the District of Tennessee. The Company's motion to strike the class allegations was granted in April 2008 and the plaintiff's request to appeal the ruling is currently pending.

***Acetic Acid Patent Infringement Matters***

On May 9, 1999, Celanese International Corporation filed a private criminal action styled *Celanese International Corporation v. China Petrochemical Development Corporation* against China Petrochemical Development Corporation ("CPDC") in the Taiwan Kaoshiung District Court alleging that CPDC infringed Celanese International Corporation's patent covering the manufacture of acetic acid. Celanese International Corporation also filed a supplementary civil brief which, in view of changes in Taiwanese patent laws, was subsequently converted to a civil action alleging damages against CPDC based on a period of infringement of ten years, 1991-2000, and based on CPDC's own data which was reported to the Taiwanese securities and exchange commission. Celanese International Corporation's patent was held valid by the Taiwanese patent office. On August 31, 2005, the District Court held that CPDC infringed Celanese International Corporation's acetic acid patent and awarded Celanese International Corporation approximately \$28 million (plus interest) for the period of 1995 through 1999. In October 2008, the High Court, on appeal, reversed the District Court's \$28 million award to the Company. The Company appealed to the Superior Court in November 2008, and the court remanded the case to the IP court on June 4, 2009. On January 16, 2006, the District Court awarded Celanese International Corporation \$800,000 (plus interest) for the year 1990. In January 2009, the High Court, on appeal, affirmed the District Court's award and CPDC appealed on February 5, 2009. On June 29, 2007, the District Court awarded Celanese International Corporation \$60 million (plus interest) for the period of 2000 through 2005. CPDC appealed this ruling and on July 21, 2009, the High Court ruled in CPDC's favor.

***Domination Agreement***

On October 1, 2004, a Domination Agreement between Celanese GmbH and Celanese Europe Holding GmbH & Co. KG ("the Purchaser") became operative. When the Domination Agreement became operative, the Purchaser became obligated to offer to acquire all outstanding Celanese GmbH shares from the minority shareholders of Celanese GmbH in return for payment of fair cash compensation. The amount of this fair cash compensation was determined to be €41.92 per share, plus interest, in accordance with applicable German law. Until the Squeeze-Out was registered in the commercial register in Germany on December 22, 2006, any minority shareholder who elected not to sell its shares to the Purchaser was entitled to remain a shareholder of Celanese GmbH and to receive from the Purchaser a gross guaranteed annual payment on its shares of €3.27 per Celanese GmbH share less certain corporate taxes in lieu of any dividend.

The Domination Agreement 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"),

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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 Celanese GmbH for any statutory annual loss incurred by Celanese GmbH 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 Celanese GmbH for an annual loss for any period during which the Domination Agreement has been in effect.

The amounts of the fair cash compensation and of the guaranteed annual payment offered under the Domination Agreement are under court review in special award proceedings. As a result of these proceedings, either amount could be increased by the court so that all former Celanese GmbH shareholders, including those who have already tendered their shares into the mandatory offer and have received the fair cash compensation could claim the respective higher amounts. Certain former Celanese GmbH shareholders may initiate such proceedings also with respect to the Squeeze-Out compensation. In this case, former Celanese GmbH shareholders who ceased to be shareholders of Celanese GmbH due to the Squeeze-Out are entitled, pursuant to a settlement agreement between the Purchaser and certain former Celanese GmbH shareholders, to claim for their shares the higher of the compensation amounts determined by the court in these different proceedings. Payments these shareholders already received as compensation for their shares will be offset so that those shareholders who ceased to be shareholders of Celanese GmbH due to the Squeeze-Out are not entitled to more than the higher of the amount set in the two court proceedings.

***Shareholder Litigation***

The amounts of the fair cash compensation and of the guaranteed annual payment offered under the Domination Agreement may be increased in special award proceedings initiated by minority shareholders, which may further reduce the funds the Purchaser can otherwise make available to the Company. As of March 30, 2005, several minority shareholders of Celanese GmbH had 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. As a result of these proceedings, the amount of the fair cash consideration and the guaranteed annual payment offered under the Domination Agreement could be increased by the court so that all minority shareholders, including those who have already tendered their shares into the mandatory offer and have received the fair cash compensation could claim the respective higher amounts. The court dismissed all of these proceedings in March 2005 on the grounds of inadmissibility. Thirty-three plaintiffs appealed the dismissal, and in January 2006, twenty-three of these appeals were granted by the court. They were remanded back to the court of first instance, where the valuation will be further reviewed. On December 12, 2006, the court of first instance appointed an expert to help determine the value of Celanese GmbH. 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.

The Company received applications for the commencement of award proceedings filed by 79 shareholders against the Purchaser with the Frankfurt District Court requesting the court to set a higher amount for the Squeeze-Out compensation. The motions are based on various alleged shortcomings and mistakes in the valuation of Celanese GmbH done for purposes of the Squeeze-Out. On May 11, 2007, the court of first instance appointed a common representative for those shareholders that have not filed an application on their own. The Company anticipates a report by the valuation expert before the end of 2009.

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***Polyester Staple Antitrust Litigation***

CNA Holdings, the successor in interest to Hoechst Celanese Corporation (“HCC”), Celanese Americas Corporation and Celanese GmbH (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 in a proceeding by a Multi-District Litigation Panel in the United States District Court for the Western District of North Carolina styled *In re Polyester Staple Antitrust Litigation*, MDL 1516. On June 12, 2008 the court dismissed these actions against all Celanese Entities in consideration of a payment by the Company of \$107 million. This proceeding related to sales by the polyester staple fibers business which Hoechst sold to KoSa, Inc. in 1998. Accordingly, the impact of this settlement is reflected within discontinued operations in the consolidated statements of operations. The Company also previously entered into tolling arrangements with four other alleged US purchasers of polyester staple fibers manufactured and sold by the Celanese Entities. These purchasers were not included in the settlement and one such company filed suit against the Company in December 2008 in the Western District of North Carolina entitled *Milliken & Company v. CNA Holdings, Inc., Celanese Americas Corporation and Hoechst AG* (No. 8-CV-00578). The Company is actively defending this matter.

In 1998, HCC sold its polyester staple business as part of the sale of its Film & Fibers Division to KoSa B.V., f/k/a Artega B.V. and a subsidiary of Koch Industries, Inc. (“KoSa”). In March 2001 the US Department of Justice (“DOJ”) commenced an investigation of possible price fixing regarding the sales of polyester staple fibers in the US subsequent to the period the Celanese Entities were engaged in the polyester staple fiber business. The Celanese Entities were never named in the DOJ action. As a result of the DOJ action, during August of 2002, Artega Specialties, S.à.r.l., a subsidiary of KoSa, (“Artega Specialties”) pled guilty to criminal violation of the Sherman Act related to anti-competitive conduct occurring after the 1998 sale of the polyester staple fiber business and paid a fine of \$29 million. In a complaint pending against the Celanese Entities and Hoechst in the United States District Court for the Southern District of New York, Koch Industries, Inc., KoSa, Artega Specialties and Artega Services S.à.r.l. seek damages in excess of \$371 million which includes indemnification for all damages related to the defendants’ alleged participation in, and failure to disclose, the alleged conspiracy during due diligence.

***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.

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

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, including for environmental liabilities associated with contamination arising under 19 divestiture agreements entered into by Hoechst prior to the demerger.

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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 divestiture agreements do not provide for monetary limits.

Based on the estimate of the probability of loss under this indemnification, the Company had reserves of \$33 million and \$27 million as of June 30, 2009 and December 31, 2008, 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.

The Company has also undertaken in the Demerger Agreement to indemnify Hoechst and its legal successors for liabilities that Hoechst is required to discharge, including tax liabilities, which are associated with businesses that were included in the demerger but 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 as it is not probable or estimable. The Company has not made any payments to Hoechst or its legal successors during the six months ended June 30, 2009 or 2008 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 \$2.3 billion as of June 30, 2009. 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 June 30, 2009 and December 31, 2008, the Company has reserves in the aggregate of \$32 million and \$33 million, respectively, for these matters.

• ***Other Obligations***

The Company is secondarily liable under a lease agreement that the Company assigned to a third party. The lease expires on April 30, 2012. The lease liability for the period from July 1, 2009 to April 30, 2012 is estimated to be approximately \$21 million.



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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 the settlement. The aggregate amount of guarantees under these settlements which is limited in term is approximately \$10 million.

***Asbestos Claims***

As of June 30, 2009, Celanese Ltd. and/or CNA Holdings, LLC, both US subsidiaries of the Company, are defendants in approximately 555 asbestos cases. During the six months ended June 30, 2009, 38 new cases were filed against the Company and 42 cases were resolved. 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 no significant exposure related to these matters.

***Purchase Obligations***

In the normal course of business, the Company enters into commitments to purchase goods and services over a fixed period of time. The Company maintains a number of “take-or-pay” contracts for purchases of raw materials and utilities. As of June 30, 2009, there were outstanding future commitments of \$1,746 million under take-or-pay contracts. The Company does not expect to incur any material losses under these contractual arrangements and historically has not incurred any material losses related to these contracts. Additionally, as of June 30, 2009, there were outstanding commitments relating to capital projects of \$19 million.

**13. Derivative Financial Instruments**

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. The notional value of the Company’s US dollar interest rate swap agreements at June 30, 2009 and December 31, 2008 was \$1.6 billion and \$1.8 billion, respectively. The notional value of the Company’s Euro interest rate swap agreement was €150 million at both June 30, 2009 and December 31, 2008.

If an interest rate swap agreement is terminated prior to its maturity, the amount previously recorded in Accumulated other comprehensive income (loss), net is recognized into earnings over the period that the hedged transaction impacts earnings. If the hedging relationship is discontinued because it is probable that the forecasted transaction will not occur according to the original strategy, any related amounts previously recorded in Accumulated other comprehensive income (loss), net are recognized into earnings immediately.

To protect the foreign currency exposure of a net investment in a foreign operation, the Company entered into cross currency swaps with certain financial institutions in 2004. The cross currency swaps and the Euro-denominated portion of the senior term loan were designated as a hedge of a net investment of a foreign operation. Under the terms of the cross currency swap arrangements, the Company paid approximately €13 million in interest and received approximately \$16 million in interest on June 15 and December 15 of each year. Upon maturity of the cross currency swap agreements in June 2008, the Company owed €276million (\$426 million) and was owed \$333 million. In settlement of the obligation, the Company paid \$93 million (net of interest of \$3 million) in June 2008.

During the year ended December 31, 2008, the Company dedesignated €385 million of the €400 Euro-denominated portion of the term loan, previously designated as a hedge of a net investment of a foreign operation. The remaining €15 million Euro-denominated portion of the term loan was dedesignated as a hedge of a net investment of a foreign operation in June 2009. Prior to the dedesignations, the Company had been using external derivative contracts to offset foreign currency exposures on certain intercompany loans. As a result of the

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dedesignations, the foreign currency exposure created by the Euro-denominated term loan is expected to offset the foreign currency exposure on certain intercompany loans, decreasing the need for external derivative contracts and reducing the Company's exposure to external counterparties.

The Company enters into foreign currency forwards and swaps to minimize its exposure to foreign currency fluctuations. Through these instruments, the Company mitigates its foreign currency exposure on transactions with third party entities as well as intercompany transactions. The forward currency forwards and swaps are not designated as hedges under SFAS No. 133, *Accounting for Derivative Instruments and Hedging Activities* ("SFAS No. 133"). Gains and losses on foreign currency forwards and swaps entered into to offset foreign exchange impacts on intercompany balances are classified as Other income (expense), net, in the unaudited interim consolidated statements of operations. Gains and losses on foreign currency forwards and swaps entered into to offset foreign exchange impacts on all other assets and liabilities are classified as Foreign exchange gain (loss), net, in the unaudited interim consolidated statements of operations. The notional value of the Company's foreign currency forwards and swaps at June 30, 2009 and December 31, 2008 were both \$1 billion.

The following table presents information regarding changes in the fair value of the Company's derivative arrangements:

	<u>Three Months Ended June 30, 2009</u>		<u>Six Months Ended June 30, 2009</u>	
	<u>Gain (Loss)</u> <u>Recognized in Other</u> <u>Comprehensive</u> <u>Income</u>	<u>Gain (Loss)</u> <u>Recognized in</u> <u>Income</u>	<u>Gain (Loss)</u> <u>Recognized in Other</u> <u>Comprehensive</u> <u>Income</u>	<u>Gain (Loss)</u> <u>Recognized in</u> <u>Income</u>
	(In \$ millions)			
Derivatives designated as cash flow hedging instruments				
Interest rate swaps	2	(15) <sup>(1)</sup>	(13)	(27) <sup>(1)</sup>
Derivatives designated as net investment hedging instruments				
Euro-denominated term loan	(1)	—	—	—
Derivatives not designated as hedging instruments				
Foreign currency forwards and swaps	—	(6)	—	(15)
<b>Total</b>	<u>1</u>	<u>(21)</u>	<u>(13)</u>	<u>(42)</u>

<sup>(1)</sup> Amount represents reclassification from Accumulated other comprehensive income and is classified as interest expense in the unaudited interim consolidated statement of operations.

See Note 14, Fair Value Measurements, for additional information regarding the fair value of the Company's derivative arrangements.

#### 14. Fair Value Measurements

On January 1, 2009, the Company adopted the provisions of SFAS No. 157 for nonrecurring fair value measurements of non-financial assets and liabilities, such as goodwill, indefinite-lived intangible assets, property, plant and equipment and asset retirement obligations. The adoption did not have a material impact on the Company's financial position, results of operations or cash flows.

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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 are measured at fair value on a recurring basis and 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 prices in active markets 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 tables present information about the Company's assets and liabilities measured at fair value on a recurring basis:

	Fair Value Measurement Using		Total
	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	
	(In \$ millions)		
<b>Marketable securities, at fair value</b>			
Debt securities			
US government	—	33	33
US corporate	—	1	1
Equity securities	43	—	43
Money market deposits and other securities	—	5	5
<b>Derivatives not designated as hedging instruments</b>			
Foreign currency forwards and swaps (included in current Other assets)	—	8	8
<b>Total assets as of June 30, 2009</b>	<b>43</b>	<b>47</b>	<b>90</b>

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	<b>Fair Value Measurement Using</b>		<b>Total</b>
	<b>Quoted Prices in Active Markets for Identical Assets (Level 1)</b>	<b>Significant Other Observable Inputs (Level 2)</b>	
	<b>(In \$ millions)</b>		
Derivatives designated as cash flow hedging instruments			
Interest rate swaps (included in current Other liabilities)	—	(62)	(62)
Interest rate swaps (included in noncurrent Other liabilities)	—	(54)	(54)
Derivatives not designated as hedging instruments			
Foreign currency forwards and swaps (included in current Other liabilities)	—	(17)	(17)
Total liabilities as of June 30, 2009	<u>—</u>	<u>(133)</u>	<u>(133)</u>
Marketable securities, at fair value			
Debt securities			
US government	—	52	52
US corporate	—	3	3
Equity securities	42	—	42
Money market deposits and other securities	—	3	3
Derivatives not designated as hedging instruments			
Foreign currency forwards and swaps (included in current Other assets)	—	54	54
Total assets as of December 31, 2008	<u>42</u>	<u>112</u>	<u>154</u>
Derivatives designated as cash flow hedging instruments			
Interest rate swaps (included in current Other liabilities)	—	(42)	(42)
Interest rate swaps (included in noncurrent Other liabilities)	—	(76)	(76)
Derivatives not designated as hedging instruments			
Foreign currency forwards and swaps (included in current Other liabilities)	—	(25)	(25)
Total liabilities as of December 31, 2008	<u>—</u>	<u>(143)</u>	<u>(143)</u>

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Summarized below are the carrying values and estimated fair values of financial instruments that are not carried at fair value on our consolidated balance sheets:

	As of June 30, 2009		As of December 31, 2008	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
	(In \$ millions)			
Cost investments	185	—	184	—
Insurance contracts in nonqualified pension trusts	64	64	67	67
Long-term debt, including current installments of long-term debt	3,340	3,072	3,381	2,404

In general, the cost investments included in the table above are not publicly traded and their fair values are not readily determinable; however, the Company believes the carrying values approximate or are less than the fair values.

As of June 30, 2009 and December 31, 2008, the fair values of cash and cash equivalents, receivables, trade payables, short-term debt and the short-term borrowings approximate carrying values due to the short-term nature of these instruments. These items have been excluded from the table. Additionally, certain noncurrent receivables, principally insurance recoverables, are carried at net realizable value.

The fair value of long-term debt is based on valuations from third-party banks and market quotations.

#### 15. Other (Charges) Gains, Net

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

	Three Months Ended June 30,		Six Months Ended June 30,	
	2009	2008	2009	2008
	(In \$ millions)			
Employee termination benefits	(5)	(4)	(29)	(11)
Plant/office closures	—	—	—	(7)
Ticona Kelsterbach plant relocation (see Note 19)	(3)	(3)	(6)	(5)
Plumbing actions	2	—	3	—
Insurance recoveries associated with Clear Lake, Texas	—	—	6	—
Asset impairments	—	—	(1)	—
Total	<u>(6)</u>	<u>(7)</u>	<u>(27)</u>	<u>(23)</u>

During the first quarter of 2009, the Company began efforts to align production capacity and staffing levels with the Company's view of an economic environment of prolonged lower demand. For the six months ended June 30, 2009, Other charges included employee termination benefits of \$28 million related to this endeavor. As a result of the shutdown of the vinyl acetate monomer ("VAM") production unit in Cangrejera, Mexico, the Company recognized employee termination benefits of \$1 million and long-lived asset impairment losses of \$1 million during the six months ended June 30, 2009. The VAM production unit in Cangrejera, Mexico is included in the Company's Acetyl Intermediates segment.

Other charges for the six months ended June 30, 2009 was partially offset by \$6 million of insurance recoveries in satisfaction of claims the Company made related to the unplanned outage of the Company's Clear Lake, Texas

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acetic acid facility during 2007, a \$2 million decrease in legal reserves for plumbing claims for which the statute of limitations has expired and \$1 million of insurance recoveries associated with plumbing cases.

Employee termination benefits during 2008 related primarily to the Company's strategy to simplify and optimize its business portfolio. Plant/office closures during 2008 included accelerated depreciation expense related to the shutdown of the Company's Pampa, Texas facility.

The changes in the restructuring reserves by business segment are as follows:

	<u>Advanced Engineered Materials</u>	<u>Consumer Specialties</u>	<u>Industrial Specialties</u>	<u>Acetyl Intermediates</u>	<u>Other</u>	<u>Total</u>
	(In \$ millions)					
<b>Employee Termination Benefits</b>						
Employee termination benefits reserve as of						
December 31, 2008	2	2	6	17	2	29
Restructuring additions	10	3	3	6	7	29
Cash payments	(4)	(2)	(6)	(19)	(3)	(34)
Employee termination benefits reserve as of June 30, 2009	<u>8</u>	<u>3</u>	<u>3</u>	<u>4</u>	<u>6</u>	<u>24</u>
<b>Plant/Office Closures</b>						
Plant/Office closures reserve as of December 31, 2008						
Transfer to demolition accrual (current Other liabilities)	—	2	—	—	1	3
Cash payments	—	(2)	—	—	—	(2)
Plant/Office closures reserve as of June 30, 2009	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>1</u>	<u>1</u>
Total Restructuring reserves as of June 30, 2009	<u>8</u>	<u>3</u>	<u>3</u>	<u>4</u>	<u>7</u>	<u>25</u>

## 16. Income Taxes

The Company's effective income tax rate for the three months ended June 30, 2009 was 14% compared to 18% for the three months ended June 30, 2008. The Company's effective income tax rate for the six months ended June 30, 2009 was 21% compared to 25% for the six months ended June 30, 2008. The decrease in the effective rate is primarily due to a decrease in additions to liabilities for unrecognized tax benefits and related interest, partially offset by an increase in valuation allowances on certain foreign net deferred tax assets and lower earnings in jurisdictions participating in tax holidays.

Liabilities for unrecognized tax benefits and related interest and penalties are recorded in Uncertain tax positions and current Other liabilities in the consolidated balance sheets. For the six months ended June 30, 2009, the total unrecognized tax benefits, interest and penalties increased by \$16 million of which \$4 million related to currency translation adjustments. The Company expects to resolve certain tax matters within the next twelve months due to the conclusion of tax examinations. As of June 30, 2009 there was a \$5 million reserve for uncertain tax positions included in current Other liabilities.

Equity in net earnings (loss) of affiliates included \$19 million in earnings related to a one-time reversal of deferred tax liabilities associated with the Company's Polyplastics Co., Ltd equity-method investee due to a foreign

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tax law enactment. The Company's Polyplastics Co., Ltd equity-method investment is included in the Advanced Engineered Materials segment.

**17. Business Segments**

	<u>Advanced Engineered Materials</u>	<u>Consumer Specialties</u>	<u>Industrial Specialties</u>	<u>Acetyl Intermediates</u>	<u>Other Activities</u>	<u>Eliminations</u>	<u>Consolidated</u>
	(In \$ millions)						
<b>Three months ended June 30, 2009</b>							
Net sales	184	280	267	622 <sup>(1)</sup>	1	(110)	1,244
Other (charges) gains, net	(4)	(3)	(1)	—	2	—	(6)
Equity in net earnings (loss) of affiliates	23	—	—	1	3	—	27
Earnings (loss) from continuing operations before tax	23	119	19	44	(83)	—	122
Depreciation and amortization	19	12	14	32	2	—	79
Capital expenditures <sup>(3)</sup>	6	10	16	9	1	—	42
<b>Three months ended June 30, 2008</b>							
Net sales	300	292	386	1,067 <sup>(1)</sup>	1	(178)	1,868
Other (charges) gains, net	(3)	—	(1)	(2)	(1)	—	(7)
Equity in net earnings (loss) of affiliates	11	1	—	1	4	—	17
Earnings (loss) from continuing operations before tax	48	94	20	181	(96)	—	247
Depreciation and amortization	19	13	14	34	2	—	82
Capital expenditures <sup>(4)</sup>	14	10	18	17	1	—	60

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	<u>Advanced Engineered Materials</u>	<u>Consumer Specialties</u>	<u>Industrial Specialties</u>	<u>Acetyl Intermediates</u>	<u>Other Activities</u>	<u>Eliminations</u>	<u>Consolidated</u>
	(In \$ millions)						
<b>Six months ended</b>							
<b>June 30, 2009</b>							
Net sales	349	546	509	1,194 <sup>(2)</sup>	1	(209)	2,390
Other (charges) gains, net	(13)	(3)	(3)	(1)	(7)	—	(27)
Equity in net earnings (loss) of affiliates	15	1	—	3	6	—	25
Earnings (loss) from continuing operations before tax	(4)	188	29	60	(167)	—	106
Depreciation and amortization	36	24	27	59	4	—	150
Capital expenditures <sup>(3)</sup>	10	18	26	17	1	—	72
Goodwill and intangible assets	391	305	66	354	—	—	1,116
<b>Total assets</b>	<b>1,965</b>	<b>1,115</b>	<b>924</b>	<b>1,945</b>	<b>1,674</b>	<b>—</b>	<b>7,623</b>
<b>Six months ended</b>							
<b>June 30, 2008</b>							
Net sales	594	574	751	2,163 <sup>(2)</sup>	1	(369)	3,714
Other (charges) gains, net	(6)	(1)	(4)	(9)	(3)	—	(23)
Equity in net earnings (loss) of affiliates	20	1	—	1	5	—	27
Earnings (loss) from continuing operations before tax	87	144	37	387	(190)	—	465
Depreciation and amortization	39	27	28	66	5	—	165
Capital expenditures <sup>(4)</sup>	27	20	29	41	4	—	121
Goodwill and intangible assets as of December 31, 2008	398	309	73	363	—	—	1,143
<b>Total assets as of December 31, 2008</b>	<b>1,867</b>	<b>995</b>	<b>903</b>	<b>2,197</b>	<b>1,204</b>	<b>—</b>	<b>7,166</b>

(1) Includes \$110 million and \$178 million of inter-segment sales eliminated in consolidation for the three months ended June 30, 2009 and 2008, respectively.

(2) Includes \$209 million and \$369 million of inter-segment sales eliminated in consolidation for the six months ended June 30, 2009 and 2008, respectively.

(3) Includes increase of \$2 million and decrease of \$24 million in accrued capital expenditures for the three and six months ended June 30, 2009, respectively.

(4) Includes increase of \$5 million and decrease of \$15 million in accrued capital expenditures for the three and six months ended June 30, 2008, respectively.



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**18. Earnings Per Share**

	Three Months Ended June 30,			
	2009		2008	
	Basic	Diluted	Basic	Diluted
	(In \$ millions, except for share and per share data)			
Amounts attributable to Celanese Corporation				
Earnings (loss) from continuing operations	105	105	203	203
Earnings (loss) from discontinued operations	(1)	(1)	(69)	(69)
Net earnings (loss)	104	104	134	134
Less: cumulative preferred stock dividends	(2)	—	(2)	—
Net earnings (loss) available to common shareholders	102	104	132	134
Weighted-average shares — basic	143,528,126	143,528,126	150,905,770	150,905,770
Dilutive stock options		1,020,493		4,089,106
Dilutive restricted stock units		445,014		768,053
Assumed conversion of preferred stock		12,084,337		12,051,874
Weighted-average shares — diluted		157,077,970		167,814,803
Per share				
Earnings (loss) from continuing operations	0.72	0.67	1.33	1.21
Earnings (loss) from discontinued operations	(0.01)	(0.01)	(0.46)	(0.41)
Net earnings (loss)	0.71	0.66	0.87	0.80

**CELANESE CORPORATION AND SUBSIDIARIES**  
**NOTES TO THE UNAUDITED INTERIM CONSOLIDATED**  
**FINANCIAL STATEMENTS — (Continued)**

	Six Months Ended June 30,			
	2009		2008	
	Basic	Diluted	Basic	Diluted
(In \$ millions, except for share and per share data)				
Amounts attributable to Celanese Corporation				
Earnings (loss) from continuing operations	84	84	348	348
Earnings (loss) from discontinued operations	—	—	(69)	(69)
Net earnings (loss)	84	84	279	279
Less: cumulative preferred stock dividends	(5)	—	(5)	—
Net earnings (loss) available to common shareholders	<u>79</u>	<u>84</u>	<u>274</u>	<u>279</u>
Weighted-average shares — basic	143,517,588	143,517,588	151,449,762	151,449,762
Dilutive stock options		510,246		3,434,591
Dilutive restricted stock units		242,878		625,566
Assumed conversion of preferred stock		12,084,337		12,051,874
Weighted-average shares — diluted		<u>156,355,049</u>		<u>167,561,793</u>
Per share				
Earnings (loss) from continuing operations	0.55	0.54	2.26	2.08
Earnings (loss) from discontinued operations	—	—	(0.45)	(0.41)
Net earnings	<u>0.55</u>	<u>0.54</u>	<u>1.81</u>	<u>1.67</u>

The following securities were not included in the computation of diluted net earnings per share as their effect would have been antidilutive:

	Three Months		Six Months	
	Ended June 30,		Ended June 30,	
	2009	2008	2009	2008
Stock options	1,583,113	109,973	4,262,531	119,556
Restricted stock units	88,250	—	358,127	—
Convertible preferred stock	—	—	—	—
Total	<u>1,671,363</u>	<u>109,973</u>	<u>4,620,658</u>	<u>119,556</u>

**CELANESE CORPORATION AND SUBSIDIARIES**  
**NOTES TO THE UNAUDITED INTERIM CONSOLIDATED**  
**FINANCIAL STATEMENTS — (Continued)**

**19. Ticona Kelsterbach Plant Relocation**

In 2007, the Company finalized a settlement agreement with the Frankfurt, Germany, Airport (“Fraport”) to relocate the Kelsterbach, Germany Ticona business, included in the Advanced Engineered Materials segment, resolving several years of legal disputes related to the planned Fraport 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. Under the original agreement, Fraport agreed to pay Ticona a total of €670 million over a five-year period to offset the costs associated with the transition of the business from its current location and the closure of the Kelsterbach plant. In February 2009, the Company announced the Fraport supervisory board approved the acceleration of the 2009 and 2010 payments of €200 million and €140 million, respectively, required by the settlement agreement signed in June 2007. In February 2009, the Company received a discounted amount of €322 million (\$412 million) under this agreement. Amounts received from Fraport are accounted for as deferred proceeds and are included in noncurrent Other liabilities in the unaudited consolidated balance sheets. In addition, the Company received €59 million (\$75 million) in value-added tax from Fraport which was remitted to the tax authorities in April 2009.

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

	Six Months Ended		Total From Inception Through June 30, 2009
	June 30, 2009	2008 (In \$ millions)	
Proceeds received from Fraport	412	311	749
Costs expensed	6	5	23
Costs capitalized <sup>(1)</sup>	162	62	405

<sup>(1)</sup> Includes an increase in accrued capital expenditures of \$15 million for the six months ended June 30, 2009 and no change in accrued capital expenditures for the six months ended June 30, 2008.

**20. Subsequent Events**

On July 2, 2009, the Company declared a cash dividend of \$0.265625 per share on its 4.25% convertible perpetual preferred stock amounting to \$3 million and a cash dividend of \$0.04 per share on its Series A common stock amounting to \$6 million. Both cash dividends are for the period from May 1, 2009 to July 31, 2009 and will be paid on August 3, 2009 to holders of record as of July 15, 2009.

On July 1, 2009, the Company announced the completion of the sale of its polyvinyl alcohol (“PVOH”) business to Sekisui Chemical Co., Ltd. for a cash purchase price of approximately \$173 million, excluding the value of accounts receivable and payable retained by the Company. The transaction includes long-term supply agreements between both companies. This transaction is not expected to be material to the financial position of the Company, but may be material to the results of operations for any given period. The PVOH business is included in the Industrial Specialties segment. Included in Assets held for sale at June 30, 2009 is \$96 million of property, plant, and equipment and \$37 million of inventories related to the sale of the PVOH business.

On July 8, 2009, the Company announced that its wholly-owned French subsidiary, Acetex Chimie, had completed the consultation procedure with the workers council on its “Project of Closure” and social plan related to the Company’s Pardies, France facility pursuant to which the Company announced its formal intent to cease all manufacturing operations there and its associated activities. The Company has agreed with the workers council on a set of measures of assistance aimed at minimizing the effects of the plant’s closing on the Pardies workforce, including training, outplacement, and severance.

**CELANESE CORPORATION AND SUBSIDIARIES**  
**NOTES TO THE UNAUDITED INTERIM CONSOLIDATED**  
**FINANCIAL STATEMENTS — (Continued)**

As a result of the Project of Closure, the Company expects to record exit costs of \$90 million to \$100 million, primarily in the second half of 2009, consisting of \$70 million in personnel-related exit costs and \$20 million to \$30 million of other facility-related shutdown costs, which include demolition, remediation, contract termination costs and accelerated depreciation of fixed assets. The Pardies facility is included in the Acetyl Intermediates segment.

Subsequent events have been evaluated through the date of issuance, July 29, 2009.

**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, formerly 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.*

**Forward-Looking Statements May Prove Inaccurate**

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.

The following discussion should be read in conjunction with the Celanese Corporation and Subsidiaries consolidated financial statements as of and for the year ended December 31, 2008, as filed on February 13, 2009 with the Securities and Exchange Commission (“SEC”) as part of the Company’s Annual Report on Form 10-K (the “2008 Form 10-K”) 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.

See the Risk Factors section under Part II, Item 1A of this Quarterly Report on Form 10-Q for a description of risk factors that could significantly affect our financial results. In addition, the following factors could cause our actual results to differ materially from those 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 ethylene, methanol, natural gas, wood pulp, fuel oil and electricity;
- 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 Quarterly Report on Form 10-Q.

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.

### *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.

#### 2009 Significant Events:

- We announced the Frankfurt, Germany, Airport ("Fraport") supervisory board approved the acceleration of the 2009 and 2010 payments of €200 million and €140million, respectively, required by the settlement agreement signed in June 2007. On February 5, 2009, we received a discounted amount of approximately €322 million (\$412 million), excluding value-added tax of €59 million (\$75 million).
- We shut down our vinyl acetate monomer ("VAM") production unit in Cangrejera, Mexico, and ceased VAM production at the site during the first quarter of 2009.
- Standard and Poor's affirmed our ratings and revised our outlook from positive to stable in February 2009.
- We received the American Chemistry Council's ("ACC") Responsible Care<sup>®</sup> Sustained Excellence Award for mid-size companies. The annual award, the most prestigious award given under ACC's Responsible Care initiative, recognized companies for outstanding leadership under ACC's Environmental Health and Safety performance criteria.
- We completed the sale of our polyvinyl alcohol ("PVOH") business to Sekisui Chemical Co., Ltd. for the purchase price of approximately \$173 million, excluding the value of accounts receivable and payable retained by Celanese.
- We agreed to a Project of Closure for our acetic acid and vinyl acetate monomer production operations at our Pardies, France, site. These operations are expected to cease by December 2009. As a result of the Pardies Project of Closure, we expect to record exit costs of approximately \$90 to \$100 million primarily in the second half of 2009.
- We announced that Celanese US has amended its \$650 million revolving credit facility. The amendment lowered the total revolver commitment to \$600 million and increased the first lien senior secured leverage ratio for a period of six quarters, beginning June 30, 2009, and ending December 31, 2010.
- We announced the creation of our new and proprietary AOPlus<sup>®</sup> 2 acetic acid technology, which allows for expansion up to 1.5 million tons per reactor. We also announced plans to double the current capacity of our Nanjing, China acetic acid facility from 600,000 tons to 1.2 million tons by the end of 2009.

**Results of Operations***Financial Highlights*

	Three Months Ended June 30,				Six Months Ended June 30,			
	2009	% of Net Sales	2008	% of Net Sales	2009	% of Net Sales	2008	% of Net Sales
(unaudited)								
(In \$ millions, except for percentages)								
<b>Statement of Operations Data</b>								
Net sales	1,244	100.0	1,868	100.0	2,390	100.0	3,714	100.0
Gross profit	248	19.9	396	21.2	448	18.7	814	21.9
Selling, general and administrative expenses	(114)	(9.2)	(138)	(7.4)	(228)	(9.5)	(274)	(7.4)
Other (charges) gains, net	(6)	(0.5)	(7)	(0.4)	(27)	(1.1)	(23)	(0.6)
Operating profit	89	7.2	207	11.1	116	4.9	441	11.9
Equity in net earnings (loss) of affiliates	27	2.2	17	0.9	25	1.0	27	0.7
Interest expense	(54)	(4.3)	(63)	(3.4)	(105)	(4.4)	(130)	(3.5)
Dividend income — cost investments	56	4.5	75	4.0	62	2.6	103	2.8
Earnings (loss) from continuing operations before tax	122	9.8	247	13.2	106	4.4	465	12.5
<b>Amounts attributable to Celanese Corporation</b>								
Earnings (loss) from continuing operations	105	8.4	203	10.9	84	3.5	348	9.4
Earnings (loss) from discontinued operations	(1)	(0.1)	(69)	(3.7)	—	—	(69)	(1.9)
Net earnings (loss)	104	8.3	134	7.2	84	3.5	279	7.5
Depreciation and amortization	79	6.4	82	4.4	150	6.3	165	4.4
					<b>As of</b>			
					<b>June 30,</b>	<b>As of</b>		
					<b>2009</b>	<b>December 31,</b>		
					<b>(unaudited)</b>			
					<b>(In \$ millions)</b>			
Short-term borrowings and current installments of long-term debt — third party and affiliates					224	233		
Add: Long-term debt					<u>3,268</u>	<u>3,300</u>		
Total debt					<u>3,492</u>	<u>3,533</u>		

**Summary of Consolidated Results for the Three and Six Months Ended June 30, 2009 compared to the Three and Six Months Ended June 30, 2008**

The economic slowdown that severely impacted the global economy late in 2008 continued to impact net sales and profitability through the second quarter of 2009. Net sales decreased 33% and 36% during the three and six months ended June 30, 2009, respectively, compared to the same periods in 2008, primarily due to lower volumes and unfavorable foreign currency impacts across all segments and lower prices for acetyl intermediates products. Decreased demand for automotive and industrial products drove the decline in volumes. Volume declines occurred primarily in Europe and the Americas. Demand increased in Asia for most of our major acetyl intermediates products. Selling prices during the period were negatively impacted by lower industry utilization of acetyl intermediates products, particularly in Europe and the Americas, coupled with lower raw material prices. Selling price increases for acetate tow, ultra-high molecular weight polyethylene (“GUR<sup>®</sup>”) and Vectra<sup>®</sup> liquid crystal polymer (“LCP”) partially offset the overall decline in net sales.

Gross profit declined due to lower net sales, partially offset by decreased raw material and energy costs, and depreciation and amortization across all businesses. Depreciation and amortization declines result partially from the shutdown of our Pampa, Texas facility and the effects of long-lived asset impairment losses recognized during the fourth quarter of 2008 on depreciation.

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Selling, general and administrative expenses decreased \$24 million and \$46 million for the three and six months ended June 30, 2009, respectively, compared to the same period in 2008. Selling, general and administrative expenses declined due to our fixed spending reduction efforts, restructuring efficiencies, decreased costs resulting from the shutdown of our Pampa, Texas facility and favorable currency impacts on overall spending.

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

	Three Months Ended June 30,		Six Months Ended June 30,	
	2009	2008	2009	2008
	(In \$ millions)			
Employee termination benefits	(5)	(4)	(29)	(11)
Plant/office closures	—	—	—	(7)
Ticona Kelsterbach plant relocation	(3)	(3)	(6)	(5)
Plumbing actions	2	—	3	—
Insurance recoveries associated with Clear Lake, Texas	—	—	6	—
Asset impairments	—	—	(1)	—
<b>Total</b>	<b>(6)</b>	<b>(7)</b>	<b>(27)</b>	<b>(23)</b>

During the first quarter of 2009, we began efforts to align production capacity and staffing levels with our view of an economic environment of prolonged lower demand. For the six months ended June 30, 2009, Other charges included employee termination benefits of \$28 million related to this endeavor. As a result of the shutdown of the VAM production unit in Cangrejera, Mexico, we recognized employee termination benefits of \$1 million and long-lived asset impairment losses of \$1 million during the six months ended June 30, 2009.

Other charges for the six months ended June 30, 2009 was partially offset by \$6 million of insurance recoveries in satisfaction of claims the Company made related to the unplanned outage of the Company's Clear Lake, Texas acetic acid facility during 2007, a \$2 million decrease in legal reserves for plumbing claims for which the statute of limitations has expired and \$1 million of insurance recoveries associated with plumbing cases.

Employee termination benefits during the three months ended June 30, 2009 relates primarily to our strategy to simplify and optimize our business portfolio. Plant/office closures during 2008 included accelerated depreciation expense related to the shutdown of our Pampa, Texas facility.

Operating profit decreased \$118 million and \$325 million for the three and six months ended June 30, 2009, respectively, compared to the same periods in 2008. The decline in operating profit is primarily attributable to a decrease in gross profit due to the global economic downturn. The decline was partially offset by decreased selling, general and administrative expenses.

Earnings (loss) from continuing operations before tax decreased \$125 million and \$359 million during the three and six months ended June 30, 2009, respectively, compared to the same periods in 2008. The decline is primarily due to lower operating profit and reduced dividend income from cost investments offset by \$19 million in earnings related to a one-time reversal of deferred tax liabilities associated with our Polyplastics Co., Ltd equity-method investee due to a foreign tax law enactment. Dividend income from our Acetyl Intermediates segment's cost investment, Ibn Sina, declined \$27 million and \$50 million for the three and six months ended June 30, 2009, respectively, compared to the same periods in 2008 as a result of lower earnings from declining margins for methanol and methyl tertiary-butyl ether ("MTBE"). A \$9 million and \$25 million reduction in interest expense for the three and six months ended June 30, 2009, respectively, partially offset the decline in Earnings (loss) from continuing operations before tax. The reduction in interest expense is attributable to lower interest rates.

Our effective income tax rate for the three months ended June 30, 2009 was 14% compared to 18% for the three months ended June 30, 2008. Our effective income tax rate for the six months ended June 30, 2009 was 21% compared to 25% for the six months ended June 30, 2008. The decrease in the effective rate is primarily due to a decrease in additions to liabilities for unrecognized tax benefits and related interest, partially offset by an increase in valuation allowances on certain foreign net deferred tax assets and lower earnings in jurisdictions participating in tax holidays.



## Selected Data by Business Segment

	Three Months Ended June 30,			Six Months Ended June 30,		
	2009	2008	Change in \$ (unaudited) (In \$ millions)	2009	2008	Change in \$
<b>Net sales</b>						
Advanced Engineered Materials	184	300	(116)	349	594	(245)
Consumer Specialties	280	292	(12)	546	574	(28)
Industrial Specialties	267	386	(119)	509	751	(242)
Acetyl Intermediates	622	1,067	(445)	1,194	2,163	(969)
Other Activities	1	1	—	1	1	—
Inter-segment Eliminations	(110)	(178)	68	(209)	(369)	160
Total	<u>1,244</u>	<u>1,868</u>	<u>(624)</u>	<u>2,390</u>	<u>3,714</u>	<u>(1,324)</u>
<b>Other (charges) gains, net</b>						
Advanced Engineered Materials	(4)	(3)	(1)	(13)	(6)	(7)
Consumer Specialties	(3)	—	(3)	(3)	(1)	(2)
Industrial Specialties	(1)	(1)	—	(3)	(4)	1
Acetyl Intermediates	—	(2)	2	(1)	(9)	8
Other Activities	2	(1)	3	(7)	(3)	(4)
Total	<u>(6)</u>	<u>(7)</u>	<u>1</u>	<u>(27)</u>	<u>(23)</u>	<u>(4)</u>
<b>Operating profit (loss)</b>						
Advanced Engineered Materials	—	37	(37)	(19)	67	(86)
Consumer Specialties	66	46	20	132	96	36
Industrial Specialties	19	20	(1)	29	37	(8)
Acetyl Intermediates	40	148	(108)	52	325	(273)
Other Activities	(36)	(44)	8	(78)	(84)	6
Total	<u>89</u>	<u>207</u>	<u>(118)</u>	<u>116</u>	<u>441</u>	<u>(325)</u>
<b>Earnings (loss) from continuing operations before tax</b>						
Advanced Engineered Materials	23	48	(25)	(4)	87	(91)
Consumer Specialties	119	94	25	188	144	44
Industrial Specialties	19	20	(1)	29	37	(8)
Acetyl Intermediates	44	181	(137)	60	387	(327)
Other Activities	(83)	(96)	13	(167)	(190)	23
Total	<u>122</u>	<u>247</u>	<u>(125)</u>	<u>106</u>	<u>465</u>	<u>(359)</u>
<b>Depreciation and amortization</b>						
Advanced Engineered Materials	19	19	—	36	39	(3)
Consumer Specialties	12	13	(1)	24	27	(3)
Industrial Specialties	14	14	—	27	28	(1)
Acetyl Intermediates	32	34	(2)	59	66	(7)
Other Activities	2	2	—	4	5	(1)
Total	<u>79</u>	<u>82</u>	<u>(3)</u>	<u>150</u>	<u>165</u>	<u>(15)</u>

### Factors Affecting Segment Net Sales

The charts below set forth the percentage increase (decrease) in net sales from the period ended June 30, 2008 to the period ended June 30, 2009 attributable to each of the factors indicated for the following business segments.

	<u>Volume</u>	<u>Price</u>	<u>Currency</u> <u>(unaudited)</u> <u>(In percentages)</u>	<u>Other</u>	<u>Total</u>
Second Quarter 2009 Compared to Second Quarter 2008					
Advanced Engineered Materials	(34)	—	(5)	—	(39)
Consumer Specialties	(10)	9	(3)	—	(4)
Industrial Specialties	(14)	(12)	(5)	—	(31)
Acetyl Intermediates	(11)	(28)	(3)	—	(42)
Total Company <sup>(1)</sup>	(16)	(17)	(4)	4	(33)
Six Months Ended June 30, 2009 Compared to Six Months Ended June 30, 2008					
Advanced Engineered Materials	(38)	2	(5)	—	(41)
Consumer Specialties	(10)	8	(3)	—	(5)
Industrial Specialties	(20)	(7)	(5)	—	(32)
Acetyl Intermediates	(15)	(27)	(3)	—	(45)
Total Company <sup>(1)</sup>	(20)	(16)	(4)	4	(36)

<sup>(1)</sup> Includes the effects of the captive insurance companies and the impact of fluctuations in intersegment eliminations.

### Summary by Business Segment for the Three and Six Months Ended June 30, 2009 compared to the Three and Six Months Ended June 30, 2008

#### Advanced Engineered Materials

	<u>Three Months Ended</u> <u>June 30,</u>			<u>Six Months Ended</u> <u>June 30,</u>		
	<u>2009</u>	<u>2008</u>	<u>Change</u> <u>in \$</u> <u>(unaudited)</u>	<u>2009</u>	<u>2008</u>	<u>Change</u> <u>in \$</u>
	(In \$ millions, except for percentages)					
Net sales	184	300	(116)	349	594	(245)
Net sales variance						
<i>Volume</i>	(34)%			(38)%		
<i>Price</i>	—			2%		
<i>Currency</i>	(5)%			(5)%		
<i>Other</i>	—			—		
Other (charges) gains, net	(4)	(3)	(1)	(13)	(6)	(7)
Operating profit	—	37	(37)	(19)	67	(86)
Operating margin	—	12.3%		(5.4)%	11.3%	
Earnings (loss) from continuing operations before tax	23	48	(25)	(4)	87	(91)
Depreciation and amortization	19	19	—	36	39	(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, as well as other consumer and industrial applications. Together with our strategic affiliates, we are a leading participant in the global technical polymers industry. The primary products of Advanced Engineered Materials are polyacetal products (“POM”),

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polyphenylene sulfide (“PPS”), long fiber reinforced thermoplastics (“LFRT”), polybutylene terephthalate (“PBT”), polyethylene terephthalate (“PET”), GUR<sup>®</sup> and LCP. POM, PPS, LFRT, PBT and PET are used in a broad range of products including automotive components, electronics, appliances and industrial applications. GUR<sup>®</sup> is used in battery separators, conveyor belts, filtration equipment, coatings and medical devices. Primary end markets for LCP are electrical and electronics.

Advanced Engineered Materials’ net sales decreased 39% and 41% for the three and six months ended June 30, 2009, respectively, compared to the same periods in 2008. Significant weakness in the global economy resulted in a dramatic decline in demand for automotive, electrical and electronic products as well as for other industrial products. As a result, sales volumes dropped significantly across all product lines. The decline in sales volumes for the three months ended June 30, 2009 was less significant than the decline in sales volumes for the three months ended March 31, 2009, indicating that the impact of inventory destocking may be diminishing. Unfavorable foreign currency impacts furthered the decline in net sales.

Operating profit decreased by \$37 million and \$86 million for the three and six months ended June 30, 2009, respectively, compared to the same periods in 2008. Lower raw material and energy costs and decreased overall spending only partially offset the decline in net sales. Decreased overall spending was the result of our fixed spending reduction efforts. Non-capital spending incurred on the relocation of our Ticona plant in Kelsterbach was flat compared to 2008. For more information regarding the Ticona Kelsterbach plant relocation, see Note 19 to the consolidated financial statements.

Our equity affiliates have experienced similar volume reductions due to decreased demand during 2009. As a result, our proportional share of net earnings of these affiliates during the six months ended June 30, 2009 declined \$5 million compared to the same period in 2008. Our equity in net earnings of affiliates included \$19 million in earnings related to a one-time reversal of deferred tax liabilities associated with our Polyplastics Co., Ltd equity-method investee due to a foreign tax law enactment.

### Consumer Specialties

	Three Months Ended June 30,			Six Months Ended June 30,		
	2009	2008	Change in \$ (unaudited)	2009	2008	Change in \$
	(In \$ millions, except for percentages)					
Net sales	280	292	(12)	546	574	(28)
Net sales variance						
<i>Volume</i>	(10)%			(10)%		
<i>Price</i>	9%			8%		
<i>Currency</i>	(3)%			(3)%		
<i>Other</i>	—			—		
Other (charges) gains, net	(3)	—	(3)	(3)	(1)	(2)
Operating profit	66	46	20	132	96	36
Operating margin	23.6%	15.8%		24.2%	16.7%	
Earnings (loss) from continuing operations before tax	119	94	25	188	144	44
Depreciation and amortization	12	13	(1)	24	27	(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. Our Nutrinova business produces and sells Sunett<sup>®</sup>, a high intensity sweetener, and food protection ingredients, such as sorbates, for the food, beverage and pharmaceuticals industries.

Decreased volumes in our Acetate and Nutrinova businesses and unfavorable foreign currency impacts contributed to decreased net sales during the three and six month periods ended June 30, 2009 as compared to 2008.

Decreased volumes were primarily due to weakness in underlying demand resulting from the global economic downturn. Decreased flake and tow volumes were substantially offset by increased tow pricing during the period.

Operating profit increased by \$20 million and \$36 million for the three and six months ended June 30, 2009, respectively, compared to the same periods in 2008 largely due to increased tow pricing. Decreased plant spending and improved energy costs also contributed to the increase.

During the three and six month period ended June 30, 2009, earnings from continuing operations before tax increased due to increased operating profit as well as higher dividends from our China ventures of \$7 million and \$10 million, respectively.

**Industrial Specialties**

	Three Months Ended June 30,			Six Months Ended June 30,		
	2009	2008	Change in \$ (unaudited)	2009	2008	Change in \$
	(In \$ millions, except for percentages)					
Net sales	267	386	(119)	509	751	(242)
Net sales variance						
<i>Volume</i>				(14)%		(20)%
<i>Price</i>				(12)%		(7)%
<i>Currency</i>				(5)%		(5)%
<i>Other</i>				—		—
Other (charges) gains, net	(1)	(1)	—	(3)	(4)	1
Operating profit	19	20	(1)	29	37	(8)
Operating margin	7.1%	5.2%		5.7%	4.9%	
Earnings (loss) from continuing operations before tax	19	20	(1)	29	37	(8)
Depreciation and amortization	14	14	—	27	28	(1)

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 a recognized authority on low volatile organic compounds (“VOC”), an environmentally-friendly technology. As a global leader, our PVOH business produces 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, construction, glass fiber, textiles and paper. AT Plastics offers a complete line of low-density polyethylene and specialty ethylene vinyl acetate resins and compounds. AT Plastics’ products are used in many applications including flexible packaging films, lamination film products, hot melt adhesives, medical tubing, automotive carpeting and solar cell encapsulation films.

On July 1, 2009, we announced the completion of the sale of our PVOH business to Sekisui Chemical Co., Ltd. for a cash purchase price of approximately \$173 million, excluding the value of accounts receivable and payable retained by Celanese. The transaction includes long-term supply agreements between both companies. This transaction is not expected to be material to our financial position, but may be material to our 2009 results of operations. At June 30, 2009, we classified \$96 million of property, plant, and equipment and \$37 million of inventories related to the sale of PVOH as Assets held for sale in the unaudited consolidated balance sheet.

Decreased volumes across all businesses drove the decline in net sales during the three and six months ended June 30, 2009 compared to the same periods in 2008. The Emulsions and PVOH businesses experienced volume reductions due to decreased demand stemming from the global economic downturn. Declines in emulsions volumes were concentrated in North America and Europe, offset by a volume increase in Asia due to higher production at our Nanjing emulsions plant. PVOH volumes declined in North America and Europe due to continued weak demand. AT Plastics’ volumes declined due to the continued impact of the force majeure event at our Edmonton plant.

Repairs to the plant were completed at the end of the second quarter 2009 and normal operations have resumed. Declines in price and unfavorable currency impacts also negatively impacted net sales during the period.

Operating profit decreased \$1 million for the three months ended June 30, 2009 compared to the same period in 2008 due to a decline in net sales which was partially offset by lower raw material and energy costs and reduced overall spending. Reduced spending is attributable to our fixed spending reduction efforts, restructuring efficiencies and favorable foreign currency impacts. Operating profit decreased \$8 million for the six months ended June 30, 2009 compared to the same period in 2008, as decreases in raw material and energy costs and reduced overall spending only partially offset lower net sales. Depreciation and amortization for the three and six months ended June 30, 2009 included accelerated amortization of \$3 million related to the AT Plastics trade name to be discontinued August 1, 2009.

*Acetyl Intermediates*

	Three Months Ended June 30,			Six Months Ended June 30,		
	2009	2008	Change in \$ (unaudited)	2009	2008	Change in \$
	(In \$ millions, except for percentages)					
Net sales	622	1,067	(445)	1,194	2,163	(969)
Net sales variance						
<i>Volume</i>	(11)%			(15)%		
<i>Price</i>	(28)%			(27)%		
<i>Currency</i>	(3)%			(3)%		
<i>Other</i>	—			—		
Other (charges) gains, net	—	(2)	2	(1)	(9)	8
Operating profit	40	148	(108)	52	325	(273)
Operating margin	6.4%	13.9%		4.4%	15.0%	
Earnings (loss) from continuing operations before tax	44	181	(137)	60	387	(327)
Depreciation and amortization	32	34	(2)	59	66	(7)

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, textiles, medicines and more. Other chemicals produced in this segment are organic solvents and intermediates for pharmaceutical, agricultural and chemical products.

Acetyl Intermediates' net sales declined by 42% and 45% during the three and six months ended June 30, 2009, respectively, compared to the same periods in 2008 due to lower prices across all regions, lower volumes and unfavorable currency impacts. Lower volume was driven by a reduction in underlying demand compared to the same periods in 2008, particularly in Europe and in the Americas. Slowly improving demand in Asia drove volumes to be flat compared to the same periods in 2008. Lower industry utilization of acetyl intermediates products in Europe and the Americas coupled with lower raw material and energy prices, drove a reduction in selling prices in these regions during the period. Selling prices declined during the period as our formula-based pricing arrangements for VAM in the US were negatively impacted by lower raw material costs.

Operating profit declined \$108 million and \$273 million for the three and six months ended June 30, 2009, respectively, compared to the same period in 2008, primarily as a result of lower volume and prices, offset partially by lower raw material and energy prices, reduced spending due to the shutdown of our Pampa, Texas facility and other reductions in spending. Depreciation and amortization expense declined primarily as a result of the long-lived asset impairment losses recognized in the fourth quarter of 2008 related to our acetic acid and VAM production facility in Pardies, France, the closure of our VAM production unit in Cangrejera, Mexico in February 2009, coupled with lower depreciation resulting from the shutdown of our Pampa, Texas facility. Other charges of \$2 million and \$9 million during the three and six months ended June 30, 2008, respectively, were primarily related to the planned

shutdown of our Pampa, Texas facility. Other charges during the six months ended June 30, 2009 consists of \$6 million of insurance recoveries in satisfaction of claims we made related to the unplanned outage of our Clear Lake, Texas acetic acid facility during 2007, offset by charges related to the shutdown of our Cangrejera, Mexico facility and the alignment of staffing levels with our view of the current economic environment.

Earnings from continuing operations before tax declined \$137 million and \$327 million for the three and six months ended June 30, 2009, respectively, compared to the same period in 2008, due to lower operating profit and dividend income from our cost investment. Dividend income from our cost investment, Ibn Sina, declined \$27 million and \$50 million for the three and six months ended June 30, 2009, respectively, compared to the same periods in 2008 as a result of lower earnings from declining margins for methanol and MTBE.

On July 8, 2009, we announced that our wholly-owned French subsidiary, Acetex Chimie, completed the consultation procedure with the workers council on its "Project of Closure" and social plan related to our Pardies, France facility pursuant to which we announced our formal intent to cease all manufacturing operations there and its associated activities. We have agreed with the workers council on a set of measures of assistance aimed at minimizing the effects of the plant's closing on the Pardies workforce, including training, outplacement, and severance.

### ***Other Activities***

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

The operating loss for Other Activities decreased \$8 million and \$6 million for the three and six months ended June 30, 2009, respectively, compared to the same periods in 2008. The decrease in operating loss is primarily due to favorable currency impacts and reduced spending, partially offset by higher elimination charges for intercompany transactions.

The loss from continuing operations before tax decreased \$13 million and \$23 million for the three and six months ended June 30, 2009, respectively, compared to the same periods in 2008. The decrease is primarily due to reduced interest expense resulting from lower interest rates on our senior credit facilities during the period, favorable currency impacts and lower operating loss.

### **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 \$139 million available for borrowing under our credit-linked revolving facility and \$600 million available under our revolving credit facility to assist, if required, in meeting our working capital needs and other contractual obligations.

While our contractual obligations, commitments and debt service requirements over the next several years are significant, we continue to believe we will have available resources to meet our liquidity requirements, including debt service, for the remainder of 2009. 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.

As a result of the Project of Closure for our Pardies, France facility, we expect to record exit costs of \$90 million to \$100 million, primarily in the second half of 2009. We expect that substantially all of the exit costs (except for accelerated depreciation of fixed assets) will result in future cash expenditures over a two-year period. See also the Acetyl Intermediates section of the MD&A.

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

***Cash Flows***

Cash and cash equivalents as of June 30, 2009 were \$1,145 million, which was an increase of \$469 million from December 31, 2008.

***Net Cash Provided by Operating Activities***

Cash flow from operations decreased \$47 million during the six months ended June 30, 2009 as compared to the same period in 2008. The decrease in operating profit of \$325 million was mostly offset by improvements in trade working capital.

***Net Cash Provided by (Used in) Investing Activities***

Net cash from investing activities increased from a cash outflow of \$33 million for the six months ended June 30, 2008 to a cash inflow of \$183 million for the same period in 2009. The increase is primarily due to receipt of proceeds of \$412 million compared to \$311 million for the same period in 2008 related to the Ticona Kelsterbach plant relocation. Fewer capital expenditures and less cash spent on the purchase of marketable securities more than offset the decrease in cash received from the sale of marketable securities. Cash spent on the Ticona Kelsterbach plant relocation of \$147 million was \$85 million higher than the same period in 2008.

Our cash outflow for capital expenditures was \$96 million and \$136 million for the six months ended June 30, 2009 and 2008, 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 are expected to be approximately \$185 million for 2009, excluding amounts related to the relocation of our Ticona plant in Kelsterbach. Cash outflows for capital expenditures for our Ticona plant in Kelsterbach are expected to range from \$350 million to \$370 million during 2009. Refer to the Ticona Kelsterbach Plant Relocation discussion in the Advanced Engineered Materials section of the MD&A for more detail.

***Net Cash Used in Financing Activities***

Net cash used in financing activities decreased from a cash outflow of \$183 million for the six months ended June 30, 2008 to a cash outflow of \$59 million for the same period in 2009. The \$124 million decrease primarily relates to the decrease in cash spent to repurchase shares during the six months ended June 30, 2009 as compared to 2008.

***Debt and Capital***

On July 2, 2009, we declared a cash dividend of \$0.265625 per share on our 4.25% convertible perpetual preferred stock amounting to \$3 million and a cash dividend of \$0.04 per share on our Series A common stock amounting to \$6 million. Both cash dividends are for the period from May 1, 2009 to July 31, 2009 and will be paid on August 3, 2009 to holders of record as of July 15, 2009.

In February 2008, our Board of Directors authorized the repurchase of up to \$400 million of our Series A common stock. This authorization was increased to \$500 million in October 2008. The authorization gives management discretion in determining the conditions under which shares may be repurchased. This repurchase program does not have an expiration date. As of June 30, 2009, we have purchased 9,763,200 shares of our Series A common stock at an average purchase price of \$38.68 per share for a total of \$378 million pursuant to this authorization. For the six months ended June 30, 2009, no shares of our Series A common stock were repurchased.

As of June 30, 2009, we had total debt of \$3,492 million compared to \$3,533 million as of December 31, 2008. We were in compliance with all of the covenants related to our debt agreements as of June 30, 2009.

Our senior credit agreement consists of \$2,280 million of US dollar-denominated and €400 million of Euro-denominated term loans due 2014, a \$600 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

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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 June 30, 2009, the applicable margin was 1.75%. The term loans under the senior credit agreement are subject to amortization at 1% of the initial principal amount per annum, payable quarterly. The remaining principal amount of the term loans is due on April 2, 2014.

As of June 30, 2009, there were \$89 million of letters of credit issued under the credit-linked revolving facility and \$139 million remained available for borrowing. As of June 30, 2009, there were no outstanding borrowings or letters of credit issued under the revolving credit facility.

On June 30, 2009, we entered into an amendment to the senior credit agreement. The amendment reduced the amount available under the revolving credit portion of the senior credit agreement from \$650 million to \$600 million and increased the first lien senior secured leverage ratio covenant that is applicable when any amount is outstanding under the revolving credit portion of the senior credit agreement. Prior to giving effect to the amendment, the maximum first lien senior secured leverage ratio was 3.90 to 1.00. As amended, the maximum senior secured leverage ratio for the following trailing four-quarter periods is as follows:

	<b>First Lien Senior Secured Leverage Ratio</b>
June 30, 2009	4.75 to 1.00
September 30, 2009	5.75 to 1.00
December 31, 2009	5.25 to 1.00
March 31, 2010	4.75 to 1.00
June 30, 2010	4.25 to 1.00
September 30, 2010	4.25 to 1.00
December 31, 2010 and thereafter	3.90 to 1.00

As a condition to borrowing funds or requesting that letters of credit be issued under the revolving credit facility, our first lien senior secured leverage ratio (as calculated as of the last day of the most recent fiscal quarter for which financial statements have been delivered under the revolving facility) cannot exceed a certain threshold as specified above. The first lien senior secured leverage ratio is calculated as the ratio of consolidated first lien senior secured debt to earnings before interest, taxes, depreciation and amortization, subject to adjustment identified in the credit agreement.

Based on the estimated first lien senior secured leverage ratio for the trailing four quarters at June 30, 2009, our borrowing capacity under the revolving credit facility is \$600 million. Further, our first lien senior secured leverage ratio must be maintained at or below that threshold while any amounts are outstanding under the revolving credit facility. As of the quarter ended June 30, 2009, we estimate our first lien senior secured leverage ratio to be 3.80 to 1.00 (which would be 4.59 to 1.00 were the revolving credit facility fully drawn). The maximum first lien senior secured leverage ratio under the revolving credit facility for such quarter is 4.75 to 1.00. Our availability in future periods will be based on the first lien senior secured leverage ratio applicable to the future periods.

Our senior credit agreement also contains a number of restrictions on certain of our subsidiaries, including, but not limited to, restrictions on their ability to incur indebtedness; grant liens on assets; merge, consolidate, or sell assets; pay dividends or make other restricted payments; make investments; prepay or modify certain indebtedness; engage in transactions with affiliates; enter into sale-leaseback transactions or hedge transactions; or engage in other businesses. The senior credit agreement also contains a number of affirmative covenants and events of default, including a cross default to other debt of certain of our subsidiaries in an aggregate amount equal to more than \$40 million and the occurrence of a change of control. Failure to comply with these covenants, or the occurrence of any other event of default, could result in acceleration of the loans and other financial obligations under our senior credit agreement.

### ***Contractual Obligations***

There have been no material revisions to our contractual obligations as filed in our 2008 Form 10-K.



### ***Domination Agreement***

The domination and profit and loss transfer agreement (the “Domination Agreement”) was approved at the Celanese GmbH, formerly known as Celanese AG, extraordinary shareholders’ meeting on July 31, 2004. The Domination Agreement between Celanese GmbH 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, Celanese International Holdings Luxembourg S.à.r.l. (“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 Celanese GmbH for any statutory annual loss incurred by Celanese GmbH 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 Celanese GmbH 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 2, Summary of Accounting Policies, of the Notes to Consolidated Financial Statements included in our 2008 Form 10-K. We discuss our critical accounting policies and estimates in MD&A in our 2008 Form 10-K.

There have been no material revisions to the critical accounting policies as filed in our 2008 Form 10-K.

### **Recent Accounting Pronouncements**

See Notes 2 and 14 of the accompanying unaudited interim consolidated financial statements included in this Form 10-Q for a discussion of recent accounting pronouncements.

### **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 2008 Form 10-K.

### **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**

None.

## 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 12 to the unaudited interim consolidated financial statements for a discussion of legal proceedings.

There have been no significant developments in the “Legal Proceedings” described in our 2008 Form 10-K other than those disclosed in Note 12 to the unaudited interim consolidated financial statements.

### Item 1A. *Risk Factors*

There have been no material revisions to the “Risk factors” as filed in our 2008 Form 10-K.

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

There were no equity securities of the Company sold by the Company during the three months ended June 30, 2009 that were not registered under the Securities Act of 1933.

The table below sets forth information regarding repurchases of our Series A common stock during the three months ended June 30, 2009:

<u>Period</u>	<u>Total Number of Shares Purchased</u>	<u>Average Price Paid per Share</u>	<u>Total Number of Shares Purchased as Part of Publicly Announced Program <sup>(2)</sup></u>	<u>Approximate Dollar Value of Shares Remaining that may be Purchased Under the Program</u>
April 1-30, 2009	—	—	—	\$ 122,300,000
May 1-31, 2009	—	—	—	\$ 122,300,000
June 1-30, 2009 <sup>(1)</sup>	3,909	\$ 21.37	—	\$ 122,300,000

<sup>(1)</sup> Relates to shares employees have elected to have withheld to cover their minimum withholding requirements for personal income taxes related to the vesting of restricted stock units.

<sup>(2)</sup> No shares were purchased during the three months ended June 30, 2009 under our previously announced stock purchase plan.

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

None.

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

We held our annual meeting of shareholders on April 23, 2009. During this meeting, our shareholders were asked to consider and vote upon four proposals: 1) to elect three Class II Directors to our Board of Directors to serve for a term which expires at the annual meeting of shareholders in 2012 or until their successors are duly elected and qualified, 2) to ratify the appointment of our independent registered public accounting firm, 3) to approve the 2009 Global Incentive Plan and 4) to approve the 2009 Employee Stock Purchase Plan. Mark C. Rohr, Farah M. Walters and David N. Weidman continue to serve as Class III Directors, whose terms expire at the annual meeting of shareholders in 2010, and Martin G. McGuinn, Daniel S. Sanders and John K. Wulff continue to serve as Class I Directors, whose terms expire at the annual meeting of shareholders in 2011, or until their successors are duly elected and qualified.

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On the record date of March 2, 2009, there were 143,507,870 shares of Series A common stock issued and outstanding and entitled to be voted at the annual meeting, if represented. For each proposal, the results of the shareholder voting were as follows:

	<u>Votes For</u>	<u>Votes Against</u>	<u>Abstain</u>
1. Election of the director nominees to serve in Class II, for a term which expires at the Annual Meeting of Shareholders in 2012, or until their successors are duly elected and qualified, as follows:			
James E. Barlett	104,681,041	19,121,561	32,244
David F. Hoffmeister	104,651,176	19,152,126	31,545
Paul H. O'Neill	102,971,047	20,823,780	40,020
	<u>Votes For</u>	<u>Votes Against</u>	<u>Abstain</u>
2. Ratification of appointment of KPMG LLP as our independent registered public accounting firm	123,112,907	635,237	86,702
	<u>Votes For</u>	<u>Votes Against</u>	<u>Abstain</u>
3. Approval of the 2009 Global Incentive Plan	91,332,780	24,181,239	57,220
	<u>Votes For</u>	<u>Votes Against</u>	<u>Abstain</u>
4. Approval of the 2009 Employee Stock Purchase Plan	94,072,400	21,469,752	29,087

### Item 5. Other Information

None.

### Item 6. Exhibits

<u>Exhibit Number</u>	<u>Description</u>
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 on January 28, 2005).
3.2	Third Amended and Restated By-laws, effective as of October 23, 2008 (Incorporated by reference to Exhibit 3.1 to the Current Report on Form 8-K filed on October 29, 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 on January 28, 2005).
10.1	First Amendment to Credit Agreement (Incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed on July 1, 2009).
10.2	Celanese Corporation 2009 Global Incentive Plan (Incorporated by reference to Exhibit 4.4 to the Registration Statement on Form S-8 filed on April 23, 2009).
10.3	Celanese Corporation 2009 Employee Stock Purchase Program (Incorporated by reference to Exhibit 4.5 to the Registration Statement on Form S-8 filed on April 23, 2009).
10.4	Amendment Number One to Celanese Corporation Deferred Compensation Plan (Incorporated by reference to Exhibit 10.2 to the Registration Statement on Form S-8 filed on April 23, 2009).
10.5	Form of Time-Vesting Restricted Stock Unit Award Agreement (filed herewith).
10.6	Form of Performance-Vesting Restricted Stock Unit Award Agreement together with a schedule identifying substantially identical agreements between the Company and each of its executive officers identified thereon (filed herewith).
10.7	Form of Nonqualified Stock Option Award Agreement together with a schedule identifying substantially identical agreements between the Company and each of its executive officers identified thereon (filed herewith).

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<u>Exhibit Number</u>	<u>Description</u>
10.8	Form of Long-Term Incentive Cash Award Agreement together with a schedule identifying substantially identical agreements between the Company and each of its executive officers identified thereon (filed herewith).
10.9	Restated Agreement and General Release, dated June 3, 2009, between the Company and Miguel A. Desdin (filed herewith).
10.10	Time-Vesting Restricted Stock Unit Award Agreement, dated April 23, 2009, between the Company and Gjon N. Nivica, Jr. (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).
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	XBRL Taxonomy Extension Label Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document

*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

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

Date: July 29, 2009

By: /s/ STEVEN M. STERIN

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

Date: July 29, 2009



**CELANESE CORPORATION  
2009 GLOBAL INCENTIVE PLAN**

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

**<NAME>**

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

**RSU Award**

**<X> Units**

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

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**CELANESE CORPORATION  
2009 GLOBAL INCENTIVE PLAN**

**TIME-VESTING RESTRICTED STOCK UNIT AWARD AGREEMENT**

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

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

2. **Time-Based Vesting** : Subject to Section 3 and Section 6 of this Agreement, X shares shall vest on < **DATE** > , X shares shall vest on < **DATE** > , X shares shall vest on < **DATE** > , and X shares shall vest on < **DATE** > . Each such date shall be referred to as a "Vesting Date". Each period between the Grant Date and a Vesting Date shall be referred to as a "Vesting Period".

3. **Effects of Certain Events** :

(a) Upon the termination of the Participant's employment by the Company without Cause or due to the Participant's death or Disability, a prorated portion of RSUs will vest in an amount equal to (i) the unvested RSUs in each Vesting Period multiplied by (ii) a fraction, the numerator of which is the number of complete calendar months from the Grant Date to the date of termination, and the denominator of which is the number of full calendar months in each applicable Vesting Period, such product to be rounded up to the nearest whole number. The prorated number of RSUs shall vest and a number of Common Shares equal to such prorated number of RSUs shall be delivered to the Participant within thirty (30) days following the applicable Vesting Date. The remaining portion of the Award shall be forfeited and cancelled without consideration.

(b) Upon the termination of the Participant's employment for any other reason, the unvested portion of the Award shall be forfeited and cancelled without consideration.

4. **Settlement of RSUs** : Subject to Section 3 and Section 6 of this Agreement, the Company shall deliver to the Participant (or to a Company-designated brokerage) as soon as practicable following the applicable Vesting Date (but in no event later than 2 <sup>1</sup>/<sub>2</sub> months after the applicable Vesting Date), in complete settlement of all RSUs vesting on such Vesting Date, a number of Common Shares equal to the number of RSUs vesting on such Vesting Date.

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

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

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

(b) If a Participant's right to the unvested portion of the Award is adversely affected in connection with the Change in Control and a substitute award is not made pursuant to Section 6(a) above, then upon the occurrence of a Change in Control, the unvested portion of the Award shall immediately vest and a number of Common Shares equal to the number of unvested RSUs shall be delivered to the Participant.

7. **Income Taxes** : The Company shall not deliver Common Shares in respect of any RSUs unless and until the Participant has made arrangements satisfactory to the Committee to satisfy applicable withholding tax obligations. Unless otherwise permitted by the Committee, withholding shall be effected at the minimum statutory rates by withholding Common Shares issuable in connection with the vesting of RSUs. The Participant acknowledges that the Company shall have the right to deduct any taxes required to be withheld by law in connection with the delivery of Common Shares issued in respect of any vested RSUs from any amounts payable by it to the Participant (including, without limitation, future cash wages). Any vested RSUs shall be reflected in the Company's records as issued on the respective dates of issuance set forth in this Agreement, irrespective of whether delivery of such Common Shares is pending the Participant's satisfaction of his or her withholding tax obligations.

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

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

10. **Other Agreements** : Subject to sections 10(a) and 10(b) of this Agreement, this Agreement and the 2009 Plan constitute the entire understanding between the Participant and the Company regarding the Award, and any prior agreements, commitments or negotiations concerning the Award are superseded.



(a) The Participant acknowledges that as a condition to the receipt of the Award, the Participant shall have delivered to the Company (x) an executed copy of this Agreement and (y) an executed copy of the Long-Term Incentive Claw-Back Agreement (if a current version of such Long-Term Incentive Claw-Back Agreement is not already on file, as determined by the Committee in its sole discretion). For purposes hereof, "Long-Term Incentive Claw-Back Agreement" means an agreement between the Company and the Participant associated with the grant of long-term incentives of the Company, which contains terms, conditions and provisions regarding one or more of (i) competition by the Participant with the Company; (ii) maintenance of confidentiality of the Company's and/or clients' information; and (iii) such other matters deemed necessary, desirable or appropriate by the Company for such an agreement in view of the rights and benefits conveyed in connection with an award.

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

11. **Not a Contract for Employment; No Acquired Rights** : Nothing in the 2009 Plan, this Agreement or any other instrument executed in connection with the Award shall confer upon the Participant any right to continue in the Company's employ or service nor limit in any way the Company's right to terminate the Participant's employment at any time for any reason.

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

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

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

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

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

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

18. **Validity of Agreement** : This Agreement shall be valid, binding and effective upon the Company on the Grant Date. However, the RSUs granted pursuant to this Agreement shall be forfeited

by the Participant and this Agreement shall have no force and effect if it is not duly executed by the Participant and delivered to the Company on or before <DATE>.

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, this Agreement has been accepted and agreed to by the undersigned.

**PARTICIPANT**

By: \_\_\_\_\_  
Name: <NAME>  
Employee ID: <NUMBER>

Date: \_\_\_\_\_



**CELANESE CORPORATION  
2009 GLOBAL INCENTIVE PLAN**

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

**<NAME>**

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

**Performance RSU Target Award**

**<X> Units**

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

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**CELANESE CORPORATION  
2009 GLOBAL INCENTIVE PLAN**

**PERFORMANCE-VESTING RESTRICTED STOCK UNIT AWARD AGREEMENT**

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

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

2. **Performance-Based Vesting** : Subject to Section 3 and Section 6 of this Agreement, Performance RSUs in an aggregate amount to be determined in accordance with the performance measures, targets and methodology set forth in Appendix A shall vest on October 14, 2011 (or the next preceding trading day if the New York Stock Exchange is not open for trading on such date)(the "Vesting Date").

3. **Effects of Certain Events** :

(a) Upon the termination of the Participant's employment by the Company without Cause, a prorated number of Performance RSUs in an amount equal to (i) the number of Performance RSUs granted hereby multiplied by (ii) a fraction, the numerator of which is the number of complete calendar months between the Grant Date and the date of termination, and the denominator of which is < **NUMBER OF MONTHS IN SERVICE PERIOD** >, such product to be rounded up to the nearest whole number, shall immediately vest and a number of Common Shares equal to such prorated number of Performance RSUs shall be delivered to the Participant on the date set forth in Section 4 of this Agreement, subject to adjustment for the achievement of the performance goals outlined herein and as applied to all other Participants. The remaining portion of the Award shall be forfeited and cancelled without consideration.

(b) Upon the termination of the Participant's employment due to the Participant's death or Disability, a prorated number of Performance RSUs will vest in an amount equal to (i) the Target number of Performance RSUs multiplied by (ii) a fraction, the numerator of which is the number of complete calendar months from the Grant Date to the date of termination, and the denominator of which is < **NUMBER OF MONTHS IN SERVICE PERIOD** >, such product to be rounded up to the nearest whole number. The prorated number of Performance RSUs shall immediately vest and a number of Common Shares equal to such prorated number of Performance RSUs shall be delivered to the Participant within thirty (30) days following the date of termination. The remaining portion of the Award shall be forfeited and cancelled without consideration.

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

4. **Settlement of Performance RSUs** : Subject to Section 3 and Section 6 of this Agreement, the Company shall deliver to the Participant (or to a Company-designated brokerage) as soon as practicable following the Vesting Date (but in no event later than 2 1/2 months after the applicable Vesting Date), in complete settlement of all vested Performance RSUs, a number of Common Shares equal to the number of vested Performance RSUs determined in accordance with this Agreement.

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

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

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

(i) If (i) a Participant's rights to the unvested portion of the Award are not adversely affected in connection with the Change in Control, or, if adversely affected, a substitute award with an equivalent (or greater) economic value and no less favorable vesting conditions is granted to the Participant upon the occurrence of a Change in Control, and (ii) the Participant's employment is terminated by the Company (or its successor) without Cause following the Change in Control, then Performance RSUs in an amount equal to the Target number of Performance RSUs granted hereby (or, as applicable, the substitute award) shall immediately vest and a number of Common Shares equal to the number of such Performance RSUs shall be delivered to the Participant within thirty (30) days following the date of termination; provided, that if the Participant is a Specified Employee on the date of termination, delivery shall not be made earlier than six (6) months and one day after the date of such termination.

(ii) If a Participant's right to the unvested portion of the Award is adversely affected in connection with the Change in Control and a substitute award is not made pursuant to Section 6(a)(i) above, then upon the occurrence of a Change in Control, the Target number of Performance RSUs granted hereby shall immediately vest and a number of Common Shares equal to the number of such Performance RSUs shall be delivered to the Participant within thirty (30) days following the occurrence of the Change in Control.

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

7. **Income Taxes** : The Company shall not deliver Common Shares in respect of any Performance RSUs unless and until the Participant has made arrangements satisfactory to the Committee to satisfy applicable withholding tax obligations. Unless otherwise permitted by the Committee, withholding shall be effected at the minimum statutory rates by withholding Common Shares issuable in connection with the vesting of Performance RSUs. The Participant acknowledges that the Company shall have the right to deduct any taxes required to be withheld by law in connection with the delivery of Common Shares issued in respect of any vested Performance RSUs from any amounts payable by it to the Participant (including, without limitation, future cash wages). Any vested Performance RSUs shall be

reflected in the Company's records as issued on the respective dates of issuance set forth in this Agreement, irrespective of whether delivery of such Common Shares is pending the Participant's satisfaction of his or her withholding tax obligations.

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

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

10. **Other Agreements** : Subject to Sections 10(a) and 10(b) of this Agreement, this Agreement and the 2009 Plan constitute the entire understanding between the Participant and the Company regarding the Award, and any prior agreements, commitments or negotiations concerning the Award are superseded.

(a) The Participant acknowledges that as a condition to the receipt of the Award, the Participant shall have delivered to the Company (x) an executed copy of this Agreement and (y) an executed copy of the Long-Term Incentive Claw-Back Agreement (if a current version of such Long-Term Incentive Claw-Back Agreement is not already on file, as determined by the Committee in its sole discretion). For purposes hereof, "Long-Term Incentive Claw-Back Agreement" means an agreement between the Company and the Participant associated with the grant of long-term incentives of the Company, which contains terms, conditions and provisions regarding one or more of (i) competition by the Participant with the Company; (ii) maintenance of confidentiality of the Company's and/or clients' information; and (iii) such other matters deemed necessary, desirable or appropriate by the Company for such an agreement in view of the rights and benefits conveyed in connection with an award.

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

(c) The issuance of Common Shares pursuant to this Agreement is subject to the restrictions in Section 17 below and is made in reliance on the provision in Treasury Regulation Section 1.409A-3(b) permitting distribution on the earlier of the Vesting Date, a separation from service or a Change in Control as provided under this Agreement.

11. **Not a Contract for Employment; No Acquired Rights** : Nothing in the 2009 Plan, this Agreement or any other instrument executed in connection with the Award shall confer upon the Participant any right to continue in the Company's employ or service nor limit in any way the Company's right to terminate the Participant's employment at any time for any reason.

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

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

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

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

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

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

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

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

20. **Compliance with Section 409A of the Internal Revenue Code** : Notwithstanding any provision in this Agreement to the contrary, this Agreement will be interpreted and applied so that the Agreement does not fail to meet, and is operated in accordance with, the requirements of Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations thereunder. Further, in accordance with the restrictions provided by Treasury Regulation Section 1.409A-3(j)(2), any subsequent amendments to this Agreement or any other agreement, or the entering into or termination of any other agreement, affecting the Performance RSUs provided by this Agreement shall not modify the time or form of issuance of the Performance RSUs set forth in this Agreement.

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



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

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

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

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

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

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

(d) “*Operating EBITDA*” means a measure used by the Company’s management to measure performance and is defined as operating profit from continuing operations, plus equity in net earnings from affiliates, other income and depreciation and amortization, and further adjusted for other charges and other adjustments as determined by the Company and as approved by the Committee.

(e) “*Specified Employee*” has the meaning set forth in the Celanese Americas Supplemental Retirement Pension Plan and the Company shall be considered a “Participating Company” for purposes of such definition.

(f) “*Total Shareholder Return*” or “*TSR*” means the change in the price of the Common Shares, including dividends (as if reinvested), cumulatively over the period December 1, 2008 through September 30, 2011 (the “TSR Performance Period”), as determined in good faith and in the sole discretion of the Committee. Total Shareholder Return for the Company and the Peer Group shall be calculated using the average of the last reported sales price per share of voting common stock on the New York Stock Exchange Composite Transactions (or such other

comparable securities exchange or trading market as the common stock of the Company or the applicable Peer Group company shall then be traded) for the last twenty (20) trading days preceding December 1, 2008, and for the last twenty (20) trading days preceding October 1, 2011.

IN WITNESS WHEREOF, this Agreement has been accepted and agreed to by the undersigned.

**PARTICIPANT**

By: \_\_\_\_\_

Name: <NAME>

Employee ID : <NUMBER>

Date: \_\_\_\_\_

**APPENDIX A**  
**CALCULATION OF THE PERFORMANCE-BASED VESTING**

Name of Participant:  
Grant Date:

	Threshold <sup>(1)</sup>	Target	Maximum
Performance RSUs subject to the Award:	<50%>	<100%>	<225%>

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

**Performance-Based Vesting Calculation**

The percentage of Performance RSUs that may vest on October 14, 2011 is subject to the achievement of specified levels of (i) the Company's Operating EBITDA during its 2009 and 2010 fiscal years and (ii) the Company's Total Shareholder Return as compared with peer companies during the TSR Performance Period, where the potential performance-based vesting outcomes are summarized as follows:

**Table 1 — Potential Performance-Based Vesting Outcomes:**

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

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

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

**Table 2 — Operating EBITDA Performance Goals and Payout Range:**

Measurement Period	Period Weight	Operating EBITDA Performance Goal / Range			Operating EBITDA Performance Percentage Range <sup>(1)</sup>		
		Threshold	Target	Stretch	Threshold	Target	Stretch
1/1/2009 to 12/31/2009	40%	\$	\$	\$	20%	40%	60%
1/1/2010 to 12/31/2010	40%	\$	\$	\$	20%	40%	60%
1/1/2009 to 12/31/2010	20%	\$	\$	\$	10%	20%	30%
	<b><u>100%</u></b>				<b><u>50%</u></b>	<b><u>100%</u></b>	<b><u>150%</u></b>

<sup>(1)</sup> No Operating EBITDA performance percentage will be earned (0%) if the actual performance results achieved are below threshold for each respective measurement period.

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

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

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

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

**Table 3 — TSR Performance Goals and Payout Range:**

	TSR Performance Percentile	TSR Payout Level
<b>Threshold</b>	<b>20<sup>th</sup> or below</b>	<b>50%</b>
<b>Target</b>	<b>50<sup>th</sup></b>	<b>100%</b>
<b>Stretch</b>	<b>80<sup>th</sup> or above</b>	<b>150%</b>

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

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

N = the number of companies that remain in the Peer Group on September 30, 2011

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

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

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

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

3. Determine the Company's rank against the Peer Group TSR performance results:
  - a. if the Company's TSR performance achieved is between Threshold and Target :  
$$X\% = (100\% - 50\%) / (\text{the number of companies ranked between Threshold Performance Level and Target Performance Level including the Company})$$

Add X% to 50% (the Threshold TSR Payout Level) for each position the Company is ranked above the Threshold Performance Level.
  - b. if the Company's TSR performance achieved is between Target and Stretch :  
$$X\% = (150\% - 100\%) / (\text{the number of companies ranked between Target Performance Level and Stretch Performance Level including the Company})$$

Add X% to 100% (the Target TSR Payout Level) for each position the Company is ranked above Target Performance Level.
4. Multiply the percentage resulting from step 3 above by the number of Adjusted RSUs to calculate the number of Performance RSUs that shall vest (rounded to the nearest whole unit) and become vested.

**APPENDIX B**  
**PEER GROUP COMPANIES**

The peer group was established by selecting all of the companies comprising the Dow Jones U.S. Chemicals Index (DJUSCH) as of December 1, 2008 (the “Peer Group”). The companies in the Index on that date, not including Celanese, were:

**Table 1 — Peer Group Companies:**

	<u>Company</u>	<u>Ticker</u>
1.	A. Schulman Inc.	SHLM
2.	Air Products & Chemicals Inc.	APD
3.	Airgas Inc.	ARG
4.	Albemarle Corp.	ALB
5.	Ashland Inc.	ASH
6.	Avery Dennison Corp.	AVY
7.	Cabot Corp.	CBT
8.	CF Industries Holdings Inc.	CF
9.	Chemtura Corp.	CEM
10.	Cytec Industries Inc.	CYT
11.	Dow Chemical Co.	DOW
12.	E. I. DuPont de Nemours & Co.	DD
13.	Eastman Chemical Co.	EMN
14.	Ecolab Inc.	ECL
15.	Ferro Corp.	FOE
16.	FMC Corp.	FMC
17.	H. B. Fuller Co.	FUL
18.	Huntsman Corp.	HUN
19.	International Flavors & Fragrances Inc.	IFF
20.	Lubrizol Corp.	LZ
21.	Minerals Technologies Inc.	MTX
22.	Mosaic Co.	MOS
23.	Olin Corp.	OLN
24.	OM Group Inc.	OMG
25.	PPG Industries Inc.	PPG
26.	Praxair Inc.	PX
27.	Rockwood Holdings Inc.	ROC

28.	Rohm & Haas Co.	ROH
29.	RPM International Inc.	RPM
30.	Sensient Technologies Corp.	SXT
31.	Sigma-Aldrich Corp.	SIAL
32.	Terra Industries Inc.	TRA
33.	Tredegar Corp.	TG
34.	Valspar Corp.	VAL
35.	W. R. Grace & Co.	GRA
36.	Zep Inc.	ZEP

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

Schedule I

The Company entered into a Performance-Vesting Restricted Stock Unit Award Agreement with Gjon N. Nivica, Jr. with the following terms:

Date	Target Number of RSUs	Number of Months in Service Period
April 23, 2009	10,000	30





**CELANESE CORPORATION  
2009 GLOBAL INCENTIVE PLAN**

**NONQUALIFIED STOCK OPTION AWARD DATED <DATE>**

**<NAME>**

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

**Stock Option Award**

**<X> Shares**

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

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**CELANESE CORPORATION  
2009 GLOBAL INCENTIVE PLAN**

**NONQUALIFIED STOCK OPTION AWARD AGREEMENT**

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

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

Number of Common Shares Subject to Option

Grant Date:

Exercise Price Per Share:

Expiration Date:

Vesting Schedule (each date on which a portion of the Option vests and become exercisable, a "Vesting Date", and each period between the Grant Date and a Vesting Date, a "Vesting Period.")

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

3. **Exercise of Option** :

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

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

(c) The exercise price (the "Exercise Price") of the Option is set forth in Section 1. The Company shall not be obligated to issue any Common Shares until Participant shall have paid the total Exercise Price for that number of Common Shares. The Exercise Price may be paid in any of the following forms, or in a combination thereof: (i) cash or its equivalent, (ii) by means of tendering to the Company Common Shares owned by the Participant, (iii) if there is a public market for the Common Shares at the time of exercise, subject to such rules as may be established by the Committee, through delivery of irrevocable instructions to a broker to sell the Common Shares otherwise deliverable upon the exercise of the Option and deliver promptly to the Company an amount equal to the aggregate Exercise Price, or (iv) any other method approved by the Committee.

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

#### 4. **Effects of Certain Events :**

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

(b) Upon the termination of a Participant's employment with the Company for any other reason, the Option shall be forfeited and cancelled without consideration.

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

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

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

(b) If the Participant's rights to the unexercisable portion of the Option is adversely affected in connection with the Change in Control and a substitute award is not made pursuant to Section 6(a) above, then upon the occurrence of a Change in Control, the unexercisable portion of

the Option shall immediately vest and become exercisable, and shall remain exercisable for such period as specified by the Committee and communicated to the Participant.

7. **Income Taxes** : The Company shall not deliver Common Shares in respect of the exercise of the Option unless and until the Participant has made arrangements satisfactory to the Committee to satisfy applicable withholding tax obligations. Unless otherwise permitted by the Committee, withholding shall be effected at the minimum statutory rates by withholding Common Shares issuable in connection with the exercise of the Option. The Participant acknowledges that the Company shall have the right to deduct any taxes required to be withheld by law in connection with the delivery of Common Shares issued in respect to the exercise of the Option from any amounts payable by it to the Participant (including, without limitation, future cash wages).

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

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

10. **Other Agreements** : Subject to Sections 10(a) and 10(b) of this Agreement, this Agreement and the 2009 Plan constitute the entire understanding between the Participant and the Company regarding the Award, and any prior agreements, commitments or negotiations concerning the Award are superseded.

(a) The Participant acknowledges that as a condition to receipt of the grant made pursuant to this Agreement, the Participant shall have delivered to the Company (x) an executed copy of this Agreement and (y) an executed copy of the Long-Term Incentive Claw-Back Agreement (if a current version of such Long-Term Incentive Claw-Back Agreement is not already on file with the Company, as determined by the Committee in its sole discretion). For purposes hereof, "Long-Term Incentive Claw-Back Agreement" means an agreement between the Company and the Participant associated with the grant of long-term incentives of the Company, which contains terms, conditions and provisions regarding one or more of (i) competition by the Participant with the Company; (ii) maintenance of confidentiality of the Company's and/or clients' information; and (iii) such other matters deemed necessary, desirable or appropriate by the Company for such an agreement in view of the rights and benefits conveyed in connection with an award.

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

11. **Not a Contract for Employment; No Acquired Rights** : Nothing in the 2009 Plan, this Agreement or any other instrument executed in connection with the Award shall confer upon the Participant any right to continue in the Company's employ or service nor limit in any way the Company's right to terminate the Participant's employment at any time for any reason.

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

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

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

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

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

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

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

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

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

(a) "Cause" means (i) the Participant's willful failure to perform the Participant's duties to the Company (other than as a result of total or partial incapacity due to physical or mental illness) for a period of 30 days following written notice by the Company to Participant of

such failure, (ii) conviction of, or a plea of nolo contendere to, (x) a felony under the laws of the United States or any state thereof or any similar criminal act in a jurisdiction outside the United States or (y) a crime involving moral turpitude, (iii) the Participant's willful malfeasance or willful misconduct which is demonstrably injurious to the Company or its affiliates, (iv) any act of fraud by the Participant, (v) any material violation of the Company's business conduct policy, (vi) any material violation of the Company's policies concerning harassment or discrimination, (vii) the Participant's conduct that causes material harm to the business reputation of the Company or its affiliates, or (viii) the Participant's breach of any confidentiality, intellectual property, non-competition or non-solicitation applicable to the Participant under the Long-Term Incentive Claw-Back Agreement or any other agreement between the Participant and the Company.

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

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

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

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

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

IN WITNESS WHEREOF, this Agreement has been accepted and agreed to by the undersigned.

**PARTICIPANT**

By: \_\_\_\_\_  
Name: <NAME>  
Employee ID : <NUMBER>

Date: \_\_\_\_\_

Schedule I

The Company entered into a Non-Qualified Stock Option Award Agreement with Gjon N. Nivica, Jr. with the following terms:

<u>Date</u>	<u>Number of Options</u>	<u>Grant Date</u>	<u>Exercise Price</u>	<u>Expiration Date</u>
April 22, 2009	100,000	April 22, 2009	\$17.17	April 22, 2016



**CELANESE CORPORATION**  
**LONG-TERM INCENTIVE CASH AWARD AGREEMENT**  
**DATED <DATE>**

**<NAME>**

You have been granted a Long-Term Incentive Award, payable in Cash, pursuant to the terms and conditions of this award agreement:

**LTI Cash Award**

**<\$AMOUNT>**

This grant is made pursuant to the Cash Award Agreement dated as of **<DATE>** between Celanese and you, which Agreement is attached hereto and made a part hereof.

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**CELANESE CORPORATION  
2009 GLOBAL INCENTIVE PLAN**

**LONG-TERM INCENTIVE CASH AWARD AGREEMENT**

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

1. **LTI Cash Award** : In order to encourage the Participant's contribution to the successful performance of the Company, the Company hereby grants to the Participant as of the Grant Date, pursuant to the terms of this Agreement, a Long Term-Incentive Cash Award in the gross amount of < **TOTAL AWARD** > (the "Cash Award"). The Participant hereby acknowledges and accepts such Cash Award upon the terms and subject to such performance requirements and other conditions, restrictions and limitations contained in this Agreement.

2. **Time-Based Vesting** : Subject to Section 3 and Section 7 of this Agreement, a portion of the total Cash Award shall vest and become payable to the Participant on each date set forth below (each such date, a "Vesting Date") according to the following schedule:

<u>Vesting Date</u>	<u>Vested Cash Award Amount</u>
< <b>DATE</b> >	< <b>\$AMOUNT</b> >
< <b>DATE</b> >	< <b>\$AMOUNT</b> >
< <b>DATE</b> >	< <b>\$AMOUNT</b> >

3. **Effects of Certain Events** :

(a) Upon the termination of the Participant's employment by the Company without Cause or due to the Participant's death or Disability, a prorated portion of the Cash Award will vest in an amount equal to (i) the total Cash Award granted hereunder, multiplied by (ii) a fraction, the numerator of which is the number of complete calendar months between the Grant Date and the date of termination, and the denominator of which is 30, such product to be rounded up to the nearest whole number (the "Prorated Amount"). Upon such termination, the Prorated Amount, less any portion of the Cash Award previously vested and paid to the Participant prior to the date of termination, shall be paid to the Participant within thirty (30) days following the Participant's date of termination. The remaining portion of the Cash Award shall be forfeited and cancelled without consideration.

(b) Upon the termination of the Participant's employment for any other reason, the unvested portion of the Cash Award shall be forfeited and cancelled without consideration.

4. **Payment of Cash Award** : Subject to Sections 3 and 7 of this Agreement, the vested portion of the Cash Award shall be payable to the Participant within thirty days (30) days following the applicable Vesting Date. The vested portion of the Cash Award will be paid in the local currency (to be calculated as of the applicable Vesting Date using the exchange rate information available on the

Company's corporate accounting intranet portal) of the country in which the Participant is employed and receives all other forms of remuneration as of such Vesting Date.

5. **Conversion of Cash Award**: The Committee may, in its sole discretion, at any time convert all or any portion of the Cash Award into an award of time-vesting restricted stock units ("RSUs"). If the Committee determines to convert the Cash Award:

(a) The unvested portion of the Cash Award shall be cancelled and converted into an award of RSUs entitling the Participant to receive (upon vesting in full) an aggregate number of Common Shares equal to the Unvested Cash Award Value divided by the Fair Market Value of one Common Share on the date of conversion. The RSUs shall vest on the same schedule otherwise applicable to the Cash Award.

(b) The Company and the Participant will enter into a new RSU award agreement governing the award of RSUs and the provisions of this Agreement shall no longer apply to the portion of the Cash Award so converted.

(c) The Committee shall provide the Participant with prompt written notice of the conversion of any portion of the Cash Award into RSUs.

6. **Rights as a Stockholder**: The Participant shall have no voting, dividend or other rights as a stockholder with respect to the Cash Award.

7. **Change in Control**: Notwithstanding any other provision of this Agreement to the contrary, upon the occurrence of a Change in Control, with respect to any portion of the Cash Award that has not previously been forfeited or converted:

(a) If (i) the Participant's rights to the unvested portion of the Cash Award are not adversely affected in connection with the Change in Control, or, if adversely affected, a substitute award with an equivalent (or greater) economic value and no less favorable vesting conditions is granted to the Participant upon the occurrence of a Change in Control, and (ii) the Participant's employment is terminated by the Company (or its successor) without Cause following the Change in Control, then the unvested portion of the Cash Award (or, as applicable, the substitute award) shall immediately vest and be paid in full as soon as reasonably practicable following the date of termination, but in no event later than March 15 of the year following the year in which such termination of employment occurs.

(b) If the Participant's right to the unvested portion of the Cash Award is adversely affected in connection with the Change in Control and a substitute award is not made pursuant to Section 7(a) above, then upon the occurrence of a Change in Control, the unvested portion of the Cash Award shall immediately vest and be paid in full to the Participant within thirty (30) days following the Change in Control.

8. **Income Taxes**: To the extent required by applicable federal, state, local or foreign law, the Company shall have the right to withhold and deduct from the payments due to the Participant pursuant to the Cash Award, amounts that would otherwise be delivered pursuant hereto for the payment of taxes or other amounts required by law and to take such other action as may be necessary in the opinion of the Company to satisfy all obligations for withholding of such taxes.

9. **Non-Transferability of Award**: The Cash Award may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by the Participant other than by will or by the laws of descent and distribution, and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance shall be void and unenforceable against the Company or any affiliate;

provided, that the Participant may designate a beneficiary, on a form provided by the Company, to receive any portion of the Cash Award payable hereunder following the Participant's death.

10. **Other Agreements** : Subject to sections 10(a) and 10(b) of this Agreement, this Agreement constitutes the entire understanding between the Participant and the Company regarding the Cash Award, and any prior agreements, commitments or negotiations concerning the Cash Award are superseded.

(a) The Participant acknowledges that as a condition to the receipt of the Cash Award, the Participant shall have delivered to the Company (x) an executed copy of this Agreement and (y) an executed copy of the Long-Term Incentive Claw-Back Agreement (if a current version of such Long-Term Incentive Claw-Back Agreement is not already on file, as determined by the Committee in its sole discretion). For purposes hereof, "Long-Term Incentive Claw-Back Agreement" means an agreement between the Company and the Participant associated with the grant of long-term incentives of the Company, which contains terms, conditions and provisions regarding one or more of (i) competition by the Participant with the Company; (ii) maintenance of confidentiality of the Company's and/or clients' information; and (iii) such other matters deemed necessary, desirable or appropriate by the Company for such an agreement in view of the rights and benefits conveyed in connection with an award.

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

11. **Not a Contract for Employment; No Acquired Rights** : Nothing in this Agreement or any other instrument executed in connection with the Cash Award shall confer upon the Participant any right to continue in the Company's employ or service, or any right to future awards, nor limit in any way the Company's right to terminate the Participant's employment or other service at any time for any reason.

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

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

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

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

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

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

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

19. **Definitions** : The following terms shall have the following meanings for purposes of this Agreement:

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

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

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

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

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

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

(d) “ *Unvested Cash Award Value* ” means the aggregate dollar amount payable in respect of the portion of such Cash Award which has not previously been paid to the Participant.

IN WITNESS WHEREOF, this Agreement has been accepted and agreed to by the undersigned.

**PARTICIPANT**

By: \_\_\_\_\_  
Name: <NAME>  
Employee ID: <NUMBER>

Date: \_\_\_\_\_

Schedule I

The Company entered into a Long-Term Incentive Cash Award Agreement with Gjon N. Nivica, Jr. with the following terms:

<u>Date</u>	<u>Amount of Cash Award</u>	<u>Vesting Provisions</u>
April 23, 2009	\$450,000	\$135,000 on October 14, 2009
		\$135,000 on October 14, 2010
		\$180,000 on October 14, 2011



**RESTATED AGREEMENT AND GENERAL RELEASE**

Celanese Corporation, its Subsidiaries and its Affiliates, (“Employer”) 1601 West LBJ Freeway, Dallas, Texas 75234, and **Miguel A. Desdin**, his heirs, executors, administrators, successors, and assigns (“Former Employee”), agree that:

1. **Last Day of Employment (Separation Date).** The last day of employment with Celanese is **April 10, 2009**.
2. **Consideration.** In consideration for signing this Agreement and General Release (hereinafter the “Agreement”) and compliance with the promises made herein, Employer and Former Employee agree:
  - a. **Retention on Payroll.** The Employer will retain Employee on the payroll until the separation date.
  - b. **Separation Pay.** The Company will provide a separation payment in an amount equal to **\$395,778**, representing the Employee’s current annual base salary plus target bonus in effect at the time of separation. Such amount shall be paid in a lump sum, within 30 calendar days after Former Employee signs and returns this Agreement and a signed copy of the letter attached as Exhibit A.
  - c. **Bonus.** Former Employee will be eligible to receive a bonus payout for 2008 based on Company performance without modification for Employee’s individual performance (a 1.0 modifier) under the same terms and conditions as other employees who receive a 2008 bonus payout. The 2008 bonus will be payable on or before March 15, 2009. Employee will be eligible for a prorated bonus payout for 2009, minus lawful deductions. The prorated payout will be based on his/her separation date (4-10-09). It will be paid at Target and based on an individual performance modifier of 1.0.; in the amount of **\$34,125** minus lawful deductions. The 2009 prorated bonus will be payable within 30 calendar days after Former Employee signs and returns this Agreement and a signed copy of the letter attached as Exhibit A.
  - d. **Long Term Incentive Awards.** Former Employee will continue to receive certain benefits provided under the various Long Term Incentive (LTI) Award Agreements, summarized as follows:
    - (i) **2006 Stock Option Award**. With respect to the stock options awarded to the Former Employee pursuant to the Nonqualified Stock Option Award Agreement made effective May 16, 2006, the Employee will continue to vest in 10,000 stock options on January 1, 2010. Once vested, these stock options, along with any stock options previously vested pursuant to this award, shall be exercisable by the Employee through **April 10, 2010**. The remaining 10,000 unvested stock options scheduled to vest on January 1, 2011, will be canceled on the separation date with no additional consideration.
    - (ii) **2007 Performance-Based Restricted Stock Unit Award.** With respect to the Performance-Based Restricted Stock Unit (RSU) Agreement between the Company and the Former Employee

made effective April 2, 2007, the Employee will continue to vest in a prorated portion of the target award on the scheduled vesting dates and in the amounts outlined on the following schedule, where the actual number of RSUs that vest will be determined based on the Company's achievement of the performance goals pursuant to the terms of the award agreement and as generally applied to all recipients of such Performance-Based RSU awards:

Calculation and Vesting of the 2007 Performance-Based RSU Award:

<u>Performance Period</u>	<u>Original Target Award</u>	<u>Proration Formula</u>	<u>Prorated Target Award*</u>	<u>Vesting Date</u>
April 1, 2007 to September 30, 2009	3,125 RSUs	(25/30) months	2,604 RSUs	October 1, 2009
April 1, 2007 to September 30, 2010	3,125 RSUs	(25/42) months	1,860 RSUs	October 1, 2010
April 1, 2007 to September 30, 2011	<u>3,125 RSUs</u>	(25/54) months	<u>1,447 RSUs</u>	October 1, 2011
Totals	<u>9,375 RSUs</u>		<u>5,911 RSUs</u>	

\* The actual number of RSUs that vest will range between 0% and 150% of the Prorated Target Award based on the Company's achievement of the performance goals

The remaining unvested portion of the 2007 Performance-Based RSU award issued pursuant to the award agreements will be canceled on the separation date with no additional consideration.

(iii) **2008 Stock Option Award** . With respect to the stock options awarded to the Former Employee pursuant to the Nonqualified Stock Option Award Agreement made effective February 7, 2008, the Employee will continue to vest in 2,500 stock options on February 8, 2010. Once vested, these stock options, along with the 2,500 stock options that previously vested on February 9, 2009, shall be exercisable by the Employee through **April 10, 2010** . The remaining 5,000 unvested stock options will be canceled on the separation date with no additional consideration.

(iv) **2008 Performance-Vesting RSU Award**. With respect to the 2008 Performance-Vesting RSU Award Agreement made effective December 11, 2008, the Former Employee will continue to vest in a prorated portion of the target award on the scheduled vesting date in an amount outlined on the following schedule, where the actual number of RSUs that vest will be determined based on the Company's achievement of the performance goals pursuant to the terms of the award agreement and as generally applied to all recipients of such Performance RSU awards:

Calculation and Vesting of the 2008 Performance-Vesting RSU Award:

<u>Service Period</u>	<u>Original Target Award</u>	<u>Proration Formula</u>	<u>Prorated Target Award*</u>	<u>Vesting Date</u>
December 11, 2008 to October 14, 2011	3,400 RSUs	(4/34) months	400 RSUs	October 14, 2011



- 
- \* The actual number of RSUs that vest will range between 0% and 225% of the Prorated Target Award based on the Company's achievement of the performance goals

The remaining unvested portion of the 2008 Performance-Vesting RSU award issued pursuant to the award agreement will be canceled on the separation date with no additional consideration.

(v) **2008 Long-Term Incentive Cash Award.** With respect to the 2008 LTI Cash Award Agreement made effective December 11, 2008, the Employee will receive a prorated portion of Cash Award in the amount of \$17,530 (representing 4/34ths of the \$149,000 Cash Award). The prorated amount will be payable to the Former Employee, minus lawful deductions, on the next available pay period after the separation date and after Former Employee signs and returns this Agreement and a signed copy of the letter attached as Exhibit A. The remaining unvested portion of the 2008 LTI Cash Award will be canceled on the separation date with no additional consideration.

- e. **Relocation and Continuing Education Costs.** Employer waives any obligation for the Former Employee to reimburse the Company for Relocation or Continuing Education costs paid directly or reimbursed by the Company.
- f. **Pension and Savings Plan Vesting.** Former Employee will be vested in the Company's pension plan according to the provisions of the plan in effect at the time of separation. Employee will be 100% vested in the 401(k) savings plan.
- g. **Unused Vacation.** The Employer will pay to Former Employee wages for prorated unused vacation for 2009, and any vacation carried over from 2008 (as approved by Employee's supervisor), under the standard procedure for calculating and paying any unused vacation to separated employees. The gross amount due ( \$5,235), minus lawful deductions, will be payable within thirty (30) days of Former Employee signing and returning this Agreement and a signed copy of the letter attached as Exhibit A.
- h. **Company Benefit Plans.** Medical & dental coverage will continue until the last day of the month in which Employee separates from service, according to Former Employee's medical & dental plan elections in place at the time of separation. All other normal company programs (i.e., vision, company provided life insurance, long term disability, 401(k) contributions, etc.) will continue through the date of separation.
- i. **COBRA Premium Reimbursement and Continued Plan Coverage.** If Former Employee elects to continue coverage (and the coverage of eligible family members) under the Employer's medical and dental plans for active employees pursuant to the requirements of the Consolidated Omnibus Reconciliation Act of 1985, as amended ("COBRA"), Employer shall reimburse the Employee for each monthly COBRA premium paid by the Employee for a period of twelve (12) months following the date of Employee's separation, or through April 30, 2010, whichever is later.

Following the expiration of the Former Employee's COBRA coverage, the Employee may continue his coverage (and the coverage of those eligible family members who have exhausted their COBRA coverage) under the Employer's medical plan for active employees until the Employee attains age 65 provided that the Employee pays each required monthly premium no later than the thirtieth (30) day of the calendar month for which such monthly premium is due. The required monthly premium for this continued medical plan coverage shall be the greater of (i) the monthly COBRA premium under the Employer's medical plan for active employees, or (ii)

the monthly retiree premium under the Employer's medical plan for retirees, as applicable to the type of coverage elected by the Employee for each month of the Employee's continued medical plan coverage. This right to continue medical plan coverage beyond the COBRA coverage period shall terminate as of the first day of the calendar month for which the Employee fails to timely pay the required monthly premium in full.

- j. **Unemployment.** Employer will not contest any unemployment claims made by the Former Employee.
  - k. **Outplacement Service.** Employer will provide Outplacement services for a period of up to twelve (12) months following separation.
  - l. **Return of Company Property.** Former Employee will surrender to Employer, on his last day of employment, all company materials, including, but not limited to his company car, laptop computer, phone, credit card, calling cards, etc. Employee will be responsible for resolving any outstanding balances on the company credit card.
  - m. **Baylor Landry Executive Physical.** Former Employee is eligible for a company paid executive-level physical in 2009. To be eligible for a company paid physical, it must occur before 12/31/09.
  - n. **Withholding.** The payments and other benefits provided under this Agreement shall be reduced by applicable withholding taxes and other lawful deductions.
3. **Receipt of Employee Lists.** Employee acknowledges, attached at Exhibit B, he has received a list of the employees selected for separation; including their job titles and ages. In addition, employee acknowledges he has received a list of employees not selected for separation; including their job titles and ages.
4. **No Consideration Absent Execution of this Agreement.** Former Employee understands and agrees that he would not receive the monies and/or benefits specified in Paragraph "2" above, except for the execution of this Agreement and General Release and the fulfillment of the promises contained herein.
5. **General Release of Claims.** Former Employee knowingly and voluntarily releases and forever discharges, to the full extent permitted by law, in all countries, including but not limited to the U.S., UK and Germany, the Employer, its parent corporation, affiliates, subsidiaries, divisions, predecessors, successors and assigns and the current and former employees, officers, directors and agents thereof (collectively referred to throughout the remainder of this Agreement as "Employer"), of and from any and all claims, known and unknown, asserted and unasserted, Employee has or may have against Employer as of the date of execution of this Agreement and General Release, including, but not limited to, any alleged violation of:
- Title VII of the Civil Rights Act of 1964, as amended;
  - The Civil Rights Act of 1991;
  - Sections 1981 through 1988 of Title 42 of the United States Code, as amended;
  - The Employee Retirement Income Security Act of 1974, as amended;
  - The Immigration Reform and Control Act, as amended;
  - The Americans with Disabilities Act of 1990, as amended;
  - The Age Discrimination in Employment Act of 1967, as amended;
  - The Workers Adjustment and Retraining Notification Act, as amended;

- The Occupational Safety and Health Act, as amended;
- The Sarbanes-Oxley Act of 2002;
- The Texas Civil Rights Act, as amended;
- The Texas Minimum Wage Law, as amended;
- Equal Pay Law for Texas, as amended;
- Any other federal, state or local civil or human rights law, or any other local, state or federal law, regulation or ordinance; or any law, regulation or ordinance of a foreign country, including but not limited to the Federal Republic of Germany and the United Kingdom.
- Any public policy, contract, tort, or common law.
- The employment, labor and benefits laws and regulations in all countries in addition to the U.S. including but not limited to the UK and Germany.
- Any claim for costs, fees, or other expenses including attorneys' fees incurred in these matters.

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

Former Employee further affirms that he 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 may be entitled and that no other leave (paid or unpaid), compensation, wages, bonuses, commissions and/or benefits are due to him, except as provided in this Agreement and General Release. Employee furthermore affirms that he 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.

7. **Confidentiality.** Except as may be required by law, Former Employee and Employer agree not to disclose any information regarding the existence or substance of this Agreement and General Release, except to his spouse, tax advisor, and an attorney with whom Employee chooses to consult regarding his consideration of this Agreement and General Release.

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

8. **Non-competition/Non-solicitation** . Former Employee acknowledges and recognizes the highly competitive nature of the business of the Employer. Without the express written permission of Celanese, for a period of fifty two (52) weeks, following the Separation Date (the “Restricted Period”), Employee acknowledges and agrees that he will not: (i) directly or indirectly solicit sales of like products similar to those produced or sold by Celanese; (ii) directly engage or become employed in a function with like responsibilities as at Celanese with any business that competes with the business of Celanese, including but not limited to: direct sales, supply chain, marketing, or manufacturing for a producer of products similar to those produced or licensed by Celanese; or (iii) for a period of two years from the separation date, directly or indirectly solicit or hire employees of Celanese for employment. Provided however, that nothing in this provision shall restrict Employee from owning solely as an investment, publicly traded securities of any company which is engaged in the business of Celanese, if Employee (i) is not a controlling person of, or a member of a group which controls; and (ii) does not, directly or indirectly, own 5% or more of any class of securities of any such company.
9. **Governing Law and Interpretation**. This Agreement and General 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 Employee or Employer breaches any provision of this Agreement and General Release, Employee and Employer affirm that either may institute an action to specifically enforce any term or terms of this Agreement and General Release. Should any provision of this Agreement and General 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 Agreement and General Release in full force and effect.
10. **No Admission of Wrongdoing**. The parties agree that neither this Agreement and General Release nor the furnishing of the consideration for this Release shall be deemed or construed at anytime for any purpose as an admission by Employer of any liability or unlawful conduct of any kind.
11. **Non - Disparagement**. Former Employee agrees not to disparage, or make disparaging remarks or send any disparaging communications concerning, the Employer, its reputation, its business, and/or its directors, officers, managers. Likewise the Employer’s senior management agrees not to disparage, or make any disparaging remark or send any disparaging communication concerning Employee, his reputation and/or business.
12. **Neutral Reference**. If contacted by another organization, the Employer will only provide dates of employment and that the Former Employee voluntarily resigned from the Company.
13. **Future Cooperation after Separation Date**. After separation, Former Employee 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 Employee 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 Former Employee within 30 days of remittance by him to the Company of such time and expenses incurred, but in no event later than the end of the Employee’s tax year following the tax year in which he 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 his tax year will not affect the expenses eligible for reimbursement in any other tax year.

14. **Injunctive Relief.** Former Employee agrees and acknowledges that the Employer will be irreparably harmed by any breach, or threatened breach by him of this Agreement and that monetary damages would be grossly inadequate. Accordingly, he agrees that in the event of a breach, or threatened breach by him of this Agreement the Employer shall be entitled to apply for immediate injunctive or other preliminary or equitable relief, as appropriate, in addition to all other remedies at law or equity.
15. **Review Period.** Former Employee is hereby advised that he has up to (45) calendar days to review this Agreement and General Release and to consult with an attorney prior to execution of this Agreement and General Release. He agrees that any modifications, material or otherwise, made to this Agreement and General Release do not restart or affect in any manner the original (45) calendar day consideration period.
16. **Revocation Period.** In the event that Former Employee elects to sign and return to the Employer a copy of their Agreement, he has a period of seven (7) days (the "Revocation Period") following the date of such return to revoke this Agreement, which revocation must be in writing and delivered to the Employer within the Revocation Period. This Agreement will not be effective or enforceable until the expiration of the Revocation Period.
17. **Amendment.** This Agreement and General Release may not be modified, altered or changed except upon express written consent of both parties wherein specific reference is made to this Agreement and General Release.
18. **Entire Agreement.** This Agreement and General Release sets forth the entire agreement between the parties hereto, and fully supersedes any prior obligation of the Employer to the Former Employee. Former Employee acknowledges that he has not relied on any representations, promises, or agreements of any kind made to him in connection with the decision to accept this Agreement and General Release, except for those set forth in this Agreement and General Release.
19. **HAVING ELECTED TO EXECUTE THIS AGREEMENT AND GENERAL RELEASE, TO FULFILL THE PROMISES AND TO RECEIVE THE SUMS AND BENEFITS IN PARAGRAPH "2" ABOVE, FORMER EMPLOYEE FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT AND GENERAL RELEASE INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS HE HAS OR MIGHT HAVE AGAINST EMPLOYER.**

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

**Former Employee:**

Date: June 3, 2009

By: /s/ Miguel A. Desdin  
Miguel A. Desdin

**Celanese Corporation:**

By: /s/ Joseph Fox

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Date: June 3, 2009



**CELANESE CORPORATION**  
**2009 GLOBAL INCENTIVE PLAN**  
**TIME-VESTING RESTRICTED STOCK UNIT AWARD AGREEMENT**  
**DATED APRIL 23, 2009**  
**GJON N. NIVICA, JR.**

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

**RSU Award**

**50,000 Units**

This grant is made pursuant to the Time-Vesting Restricted Stock Unit Award Agreement dated as of April, 23, 2009 between Celanese and you, which Agreement is attached hereto and made a part hereof.

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**CELANESE CORPORATION  
2009 GLOBAL INCENTIVE PLAN**

**TIME-VESTING RESTRICTED STOCK UNIT AWARD AGREEMENT**

This Time-Vesting Restricted Stock Unit Award Agreement (the "Agreement") is made and entered into effect as of April 23, 2009 (the "Grant Date") by and between Celanese Corporation, a Delaware corporation (the "Company") and Gjon N. Nivica, Jr. (the "Participant"). Capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to such terms in the Celanese Corporation 2009 Global Incentive Plan (as amended from time to time, the "2009 Plan").

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

2. **Time-Based Vesting** : Subject to Section 3 and Section 6 of this Agreement, 16,666 shares shall vest on April 23, 2010; 16,667 shares shall vest on April 23, 2011; and 16,667 shares shall vest on April 23, 2012. Each such date shall be referred to as a "Vesting Date". Each period between the Grant Date and a Vesting Date shall be referred to as a "Vesting Period".

3. **Effects of Certain Events** :

(a) Upon the termination of the Participant's employment by the Company without Cause, the unvested portion of the Award shall vest and a number of Common Shares equal to such unvested number of RSUs shall be delivered to the Participant within thirty (30) days following each applicable Vesting Date in accordance with the schedule set forth in Section 2 above.

(b) Upon the termination of the Participant's employment due to the Participant's death or Disability, a prorated portion of RSUs will vest in an amount equal to (i) the unvested RSUs in each Vesting Period multiplied by (ii) a fraction, the numerator of which is the number of complete calendar months from the Grant Date to the date of termination, and the denominator of which is the number of full calendar months in each applicable Vesting Period, such product to be rounded up to the nearest whole number. The prorated number of RSUs shall vest and a number of Common Shares equal to such prorated number of RSUs shall be delivered to the Participant within thirty (30) days following the applicable Vesting Date. The remaining portion of the Award shall be forfeited and cancelled without consideration.

(c) Upon the termination of the Participant's employment for any other reason, the unvested portion of the Award shall be forfeited and cancelled without consideration.

4. **Settlement of RSUs** : Subject to Section 3 and Section 6 of this Agreement, the Company shall deliver to the Participant (or to a Company-designated brokerage) as soon as practicable following the applicable Vesting Date (but in no event later than 2 <sup>1</sup>/<sub>2</sub> months after the applicable Vesting Date), in complete settlement of all RSUs vesting on such Vesting Date, a number of Common Shares equal to the number of RSUs vesting on such Vesting Date.



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

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

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

8. (b) If a Participant's right to the unvested portion of the Award is adversely affected in connection with the Change in Control and a substitute award is not made pursuant to Section 6(a) above, then upon the occurrence of a Change in Control, the unvested portion of the Award shall immediately vest and a number of Common Shares equal to the number of unvested RSUs shall be delivered to the Participant.

9. **Income Taxes** : The Company shall not deliver Common Shares in respect of any RSUs unless and until the Participant has made arrangements satisfactory to the Committee to satisfy applicable withholding tax obligations. Unless otherwise permitted by the Committee, withholding shall be effected at the minimum statutory rates by withholding Common Shares issuable in connection with the vesting of RSUs. The Participant acknowledges that the Company shall have the right to deduct any taxes required to be withheld by law in connection with the delivery of Common Shares issued in respect of any vested RSUs from any amounts payable by it to the Participant (including, without limitation, future cash wages). Any vested RSUs shall be reflected in the Company's records as issued on the respective dates of issuance set forth in this Agreement, irrespective of whether delivery of such Common Shares is pending the Participant's satisfaction of his or her withholding tax obligations.

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

11. **Non-Transferability of Award** : The RSUs may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by the Participant other than by will or by the laws

of descent and distribution, and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance shall be void and unenforceable against the Company; provided, that the Participant may designate a beneficiary, on a form provided by the Company, to receive any portion of the Award payable hereunder following the Participant's death.

12. **Other Agreements** : Subject to sections 10(a) and 10(b) of this Agreement, this Agreement and the 2009 Plan constitute the entire understanding between the Participant and the Company regarding the Award, and any prior agreements, commitments or negotiations concerning the Award are superseded.

(a) The Participant acknowledges that as a condition to the receipt of the Award, the Participant shall have delivered to the Company (x) an executed copy of this Agreement and (y) an executed copy of the Long-Term Incentive Claw-Back Agreement (if a current version of such Long-Term Incentive Claw-Back Agreement is not already on file, as determined by the Committee in its sole discretion). For purposes hereof, "Long-Term Incentive Claw-Back Agreement" means an agreement between the Company and the Participant associated with the grant of long-term incentives of the Company, which contains terms, conditions and provisions regarding one or more of (i) competition by the Participant with the Company; (ii) maintenance of confidentiality of the Company's and/or clients' information; and (iii) such other matters deemed necessary, desirable or appropriate by the Company for such an agreement in view of the rights and benefits conveyed in connection with an award.

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

13. **Not a Contract for Employment; No Acquired Rights** : Nothing in the 2009 Plan, this Agreement or any other instrument executed in connection with the Award shall confer upon the Participant any right to continue in the Company's employ or service nor limit in any way the Company's right to terminate the Participant's employment at any time for any reason.

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

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

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

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

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

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

20. **Validity of Agreement** : This Agreement shall be valid, binding and effective upon the Company on the Grant Date. However, the RSUs granted pursuant to this Agreement shall be forfeited by the Participant and this Agreement shall have no force and effect if it is not duly executed by the Participant and delivered to the Company on or before June 29, 2009.

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, this Agreement has been accepted and agreed to by the undersigned.

**PARTICIPANT**

By: /s/ Gjon N. Nivica, Jr.

Name: Gjon N. Nivica, Jr.

Date: June 29, 2009

**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 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 report;
3. Based on my knowledge, the financial statements, and other financial information included in this 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 report;
4. The registrant's other certifying officer(s) 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 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 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 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 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(s) 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 the 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: July 29, 2009

**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 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 report;
3. Based on my knowledge, the financial statements, and other financial information included in this 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 report;
4. The registrant's other certifying officer(s) 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 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 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 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 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(s) 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 the 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

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Steven M. Sterin  
*Senior Vice President and Chief Financial Officer*

Date: July 29, 2009

**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 June 30, 2009 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: July 29, 2009



**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 June 30, 2009 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

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Steven M. Sterin  
*Senior Vice President and Chief Financial Officer*

Date: July 29, 2009