

CELANESE CORP

FORM 8-K/A (Amended Current report filing)

Filed 01/26/09 for the Period Ending 12/11/08

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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

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

FORM 8-K/A
(Amendment No. 1)
Current Report

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **December 11, 2008**

CELANESE CORPORATION
(Exact Name of Registrant as specified in its charter)

DELAWARE
(State or other jurisdiction
of incorporation)

001-32410
(Commission File
Number)

98-0420726
(IRS Employer
Identification No.)

1601 West LBJ Freeway, Dallas, Texas 75234-6034

(Address of Principal Executive Offices) (Zip Code)

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

Not Applicable

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Explanatory Note: Celanese Corporation hereby (i) amends and restates, in its entirety, Item 5.02 of the Current Report on Form 8-K (the “8-K”) filed with the Securities and Exchange Commission on December 17, 2008, and (ii) amends the 8-K by adding Item 9.01 and the exhibits set forth therein, as set forth below. This amendment primarily corrects the description of the vesting of awards following a Change in Control and the vesting date of the performance-vesting awards.

Item 5.02 **Departure of Director or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On December 11, 2008, the Compensation Committee (the “Committee”) of the Board of Directors of Celanese Corporation (the “Company”) approved a long-term incentive program (the “2008 LTIP”) pursuant to which the Company made (i) awards of time-vesting cash to all of its executive officers and certain other key employees (each, a “Participant”), (ii) an award of Performance Units to Mr. Weidman, and (iii) awards of performance-vesting restricted stock units (“Performance RSUs”) to the Participants (other than Mr. Weidman). The Performance RSUs were granted under the Company’s 2004 Stock Incentive Plan. The Committee approved awards under the 2008 LTIP to the Company’s named executive officers in the following amounts:

Executive Officer	Number of Performance RSUs at Target	Number of Performance Units at Target	Value of Time-Vesting Cash LTI Award (\$)
David N. Weidman	N/A	200,000	\$1,000,000
Steven M. Sterin	13,400	N/A	\$1,800,000
James S. Alder	16,700	N/A	\$750,000
John J. Gallagher III	21,700	N/A	\$975,000
Douglas M. Madden	21,700	N/A	\$975,000
Jay C. Townsend	8,400	N/A	\$375,000
John A. O’Dwyer	8,400	N/A	\$375,000

Performance-Vesting Restricted Stock Units

In connection with the approval noted above, the Company will enter into a Performance-Vesting Restricted Stock Unit Award Agreement (the “Performance RSU Agreement”) with each of the Participants (other than Mr. Weidman). The percentage of the target number of Performance RSUs awarded that may vest on October 14, 2011, is subject to the achievement of specified levels of (i) Operating EBITDA during the 2009 and 2010 fiscal years and (ii) “Total Shareholder Return” as compared to peer companies during the period that commenced December 1, 2008 through September 30, 2011, and is set forth in the following schedule:

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

Upon the termination of a Participant’s employment with the Company by reason of death or disability, Performance RSUs in an amount equal to (i) the target number of Performance RSUs granted multiplied by (ii) a fraction, the numerator of which is the number of full months between December 11, 2008 and the date of such termination, and the denominator of which is thirty-four, such product to be rounded down to the nearest whole number (the “Prorated Amount”), shall immediately vest and become deliverable to the Participant. Upon the termination of a Participant’s employment with the Company without cause, Performance RSUs in an amount equal to the Prorated Amount shall vest and be deliverable to the Participant on the scheduled vesting date, subject to adjustment for the achievement of the performance goals outlined above and as applied to all other Participants. Upon the termination of a Participant’s employment with the Company for any other reason, the Performance RSU award shall be forfeited and cancelled without consideration.

If a Participant's employment with the Company is terminated without cause following a Change in Control, the target number of Performance RSUs will immediately vest and become payable to the Participant within 30 days of such termination. If the RSU award is not assumed by the Participant's new employer in connection with a Change in Control, or a substitute award is not made, the target number of Performance RSUs will fully vest upon the Change in Control, and shall be paid to the Participant within 30 days after the Change in Control occurs.

The description of the Performance RSU Agreement contained herein is qualified in its entirety by reference to the form of Performance RSU Agreement that is attached hereto as Exhibit 10.1 and incorporated herein by reference.

Performance Unit Award Agreement with David N. Weidman

In connection with the approval noted above, the Company made a grant of Performance Units (to be settled in cash) rather than a grant of Performance RSUs to Mr. Weidman. Except as otherwise noted in this section, the terms of the Performance Unit Award Agreement (the "Performance Unit Agreement") with Mr. Weidman are substantially similar to the terms of the Performance RSU Agreement entered into with the other executive officers. The value of each Performance Unit is equivalent to the value of one share of the Company's Series A Common Stock ("Common Stock") and any amounts that may vest under the Performance Unit Award Agreement are to be settled in cash, rather than shares of Common Stock. Notwithstanding the foregoing, at any time the Committee may elect to convert all or any portion of the Performance Unit award to an award of an equivalent value of Performance RSUs. If the Committee elects to convert the Performance Units, Mr. Weidman shall receive a number of Performance RSUs equal to the number of Performance Units granted to Mr. Weidman.

The description of the Performance Unit Award Agreement contained herein is qualified in its entirety by reference to the Performance Unit Award Agreement, dated December 11, 2008, between the Company and David N. Weidman, which is attached hereto as Exhibit 10.2 and incorporated herein by reference.

Time-Vesting Cash LTI Awards

In connection with the approval noted above, the Company will also enter into a Long-Term Incentive Cash Award Agreement (the "Cash Award Agreement") with each of the Participants (including Mr. Weidman). Each award of cash will vest 30% on October 14, 2009, 30% on October 14, 2010 and 40% on October 14, 2011.

Upon the termination of a Participant's employment with the Company by reason of death or disability or by the Company without cause, cash in amount equal to (i) the value of the cash award granted multiplied by (ii) a fraction, (x) the numerator of which is the number of full months between December 11, 2008 and the date of such termination, and (y) the denominator of which is thirty-four, such product to be rounded down to the nearest whole number, and reduced by (iii) the value of any cash award that previously vested, shall immediately vest and become payable to the Participant as soon as reasonably practicable. Upon the termination of a Participant's employment with the Company for any other reason, any unvested portion of the cash award shall be forfeited and cancelled without consideration.

If a Participant's employment with the Company is terminated without cause following a Change in Control, the cash award will immediately vest and become payable to the Participant within 30 days of such termination. If the cash award is not assumed by the Participant's new employer in connection with a Change in Control, or a substitute award is not made, the cash award will fully vest upon the Change in Control, and shall be paid to the Participant within 30 days after the Change in Control occurs.

The Committee may elect at any time to convert all or any portion of the cash award into time-vesting restricted stock units. If the Committee elects to convert the cash award, the Participant shall receive a number of time-vesting restricted stock units equal to (i) the value of the unvested portion of the cash award being converted divided by (ii) the average of the high and low sale price of the Common Stock on the day of such election.

The description of the Cash Award Agreement contained herein is qualified in its entirety by reference to the form of Time-Vesting Cash Award Agreement that is attached hereto as Exhibit 10.3 and incorporated herein by reference.

Long-Term Incentive Award Claw-Back Agreement

In connection with the 2008 LTIP and the awards of Performance RSUs, Performance Units and cash thereunder, each Participant is required to execute a Long-Term Incentive Award Claw-Back Agreement. The Long-Term Incentive Award Claw-Back Agreements (the "LTI Claw-Back Agreement") contain provisions prohibiting the Participant from (i) disclosing confidential or proprietary information and (ii) soliciting customers of, or competing with, the Company for a period of one year following the termination of the Participant's employment with the Company for any reason. If the Participant violates any of these provisions, the Participant will (i) cease vesting and forfeit any rights or interest in cash LTI awards, restricted stock units, stock options or any other form of equity award that was granted on or after December 11, 2008 and that vested during the period one year prior to the earlier of (a) the Participant's violation of the terms of the LTI Claw-Back Agreement and (b) the termination of the Participant's employment with the Company and (ii) be required to deliver to the Company any amount received under any cash LTI award or gain realized on any stock option exercises or any other transaction relating to an equity grant by the Company on or after December 11, 2008 that were consummated during the period one year prior to the earlier of (x) the Participant's violation of the terms of the LTI Claw-Back Agreement and (y) the termination of the Participant's employment with the Company.

The description of the LTI Claw-Back Agreement contained herein is qualified in its entirety by reference to the form of Long-Term Incentive Claw-Back Agreement that is attached hereto as Exhibit 10.4 and incorporated herein by reference.

(d) Exhibits

Exhibit Number	Description
10.1	Form of Performance-Vesting RSU Award Agreement.
10.2	Performance Unit Award Agreement, dated December 11, 2008, between the Company and David N. Weidman.
10.3	Form of Long-Term Incentive Cash Award Agreement.
10.4	Form of Long-Term Incentive Award Claw-Back Agreement.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

CELANESE CORPORATION

Date: January 26, 2009

By: /s/ Robert L. Villaseñor
Name: Robert L. Villaseñor
Title: Associate General Counsel and Assistant
Secretary

EXHIBIT INDEX

Exhibit Number	Description
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10.2	Performance Unit Award Agreement, dated December 11, 2008, between the Company and David N. Weidman.
10.3	Form of Long-Term Incentive Cash Award Agreement.
10.4	Form of Long-Term Incentive Award Claw-Back Agreement.

**CELANESE CORPORATION
2004 STOCK INCENTIVE PLAN**

**PERFORMANCE-VESTING RESTRICTED STOCK UNIT AWARD AGREEMENT
DATED [Grant Date]**

[Participant Name]

Pursuant to the terms and conditions of the Celanese Corporation 2004 Stock Incentive Plan, you have been awarded Performance-Vesting Restricted Stock Units of Celanese Common Stock, subject to the restrictions described in this agreement:

Performance RSU Target Award

[Number of Performance Units] Units

This grant is made pursuant to the Performance-Vesting RSU Award Agreement dated as of [Grant Date] between Celanese and you, which Agreement is attached hereto and made a part hereof.

**CELANESE CORPORATION
2004 STOCK INCENTIVE PLAN**

PERFORMANCE-VESTING RESTRICTED STOCK UNIT AWARD AGREEMENT

This Performance-Vesting RSU Award Agreement (hereinafter called the "Agreement") is made and entered into effective as of [Grant Date] (the "Grant Date") by and between Celanese Corporation, a Delaware corporation ("Celanese" or the "Company") and [Participant Name] (the "Participant"), when fully executed thereby in accordance with this Agreement. Except as defined herein, capitalized terms shall have the same meaning ascribed to them under the Celanese Corporation 2004 Stock Incentive Plan (the "Plan"), as amended from time to time. To the extent that any provision of this Agreement conflicts with the express terms of the Plan, it is hereby acknowledged and agreed that the terms of this Agreement shall control with respect to this Award.

1. Performance RSU Award: In order to encourage Participant's contribution to the successful performance of the Company, Celanese hereby grants to Participant as of the Grant Date, pursuant to the terms of the Plan and this Agreement, a performance-vesting RSU award (the "Performance RSUs" or "Award") representing the right to acquire shares of the Company's Series A Common Stock ("Common Stock"). The number of shares that may become Vested Stock under this Award is set forth in Appendix A. Participant hereby acknowledges and accepts such Award upon such terms and subject to such performance requirements and other conditions, restrictions and limitations contained in this Agreement and the Plan.

2. Performance-Based Vesting: The number of Performance RSUs that may vest and be issuable as Common Stock based on Company performance shall be determined using the methodology set forth in Appendix A and Appendix B, and shall be subject to the following provisions.

(a) *Service Period*: The Service Period shall be the period commencing on [Grant Date] and ending on October 14, 2011.

(b) *Performance Measures*: Performance vesting shall be based on achievement against pre-determined targets for i) Operating EBITDA and ii) Relative Total Shareholder Return ("Relative TSR"). These measures are described in, and will be determined in accordance with, Appendix A.

(c) *Performance Targets*: Threshold, Target and Stretch performance levels for each performance measure for the performance period are described in Appendix A.

(d) *Performance Vesting*: The aggregate number of restricted stock units that may actually vest shall be determined by reference to the target number of Performance RSUs granted pursuant to the Award as adjusted for the Company's level of performance with respect to each performance measure as set forth in Appendix A.

(e) *Vesting Date*: The date upon which any restricted stock units that may vest pursuant to this Award shall be October 14, 2011 (the "Vesting Date") so long as the New York Stock Exchange shall be open for trading on such date (or on the preceding trading day if there shall have been no trading on the Vesting Date).

3. Effects of Certain Events:

(a) Upon the death of the Participant or the termination of the Participant's employment with the Company by reason of Total Disability, Performance RSUs in an amount equal to (i) the Target number of Performance RSUs granted hereby multiplied by (ii) a fraction, the numerator of which is the number of complete calendar months between the Grant Date and the date of death or such termination, and the denominator of which is thirty-four, such product to be rounded up to the nearest whole number (the "Prorated Amount"), shall immediately become Vested Stock and shall be delivered to the Participant within thirty (30) days after the Participant's death or Date of Termination (provided that if the payment is by reason of termination due to Total Disability and the Participant is a Specified Employee on the Date of Termination, payment shall not be made until six (6) months and one day after the Participant's Date of Termination).

(b) Upon the termination of a Participant's employment with the Company without Cause, Performance RSUs in an amount equal to the Prorated Amount shall become Vested Stock and be deliverable to the Participant on the date set forth in Section 4, subject to adjustment for the achievement of the performance goals outlined herein and as applied to all other Participants.

(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 Sections 3(a) and 6 of this Agreement, each vested Performance RSU shall be settled by the delivery of one share of Common Stock to the Participant or a Company-designated brokerage within fourteen (14) days after the Vesting Date.

5. Rights as a Stockholder : The Participant shall have no rights as a stockholder with respect to the Award.

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 Performance RSUs granted pursuant to this Agreement that have not previously become Vested Stock, been forfeited or converted:

(i) If the unvested Award is assumed by the Participant's new employer in connection with the Change in Control, or a substitute award with the equivalent (or greater) economic value and no less favorable vesting conditions is put in place effective upon the Change in Control, the Award (or as applicable, the substitute award) shall continue to be subject to the vesting and payment conditions provided herein, provided that if the Participant's employment is terminated without Cause following the Change in Control, Performance RSUs in an amount equal to the Target number of Performance RSUs granted hereby shall immediately vest and shall be delivered in full within thirty (30) days after the Participant's Date of Termination provided that if the Participant is a Specified Employee on the Date of Termination, delivery shall not be made until six (6) months and one day after the Participant's Date of Termination.

(ii) If the Award is not assumed, or a substitute award is not made pursuant to Section 6(a)(i) above, then upon the Change of Control the Target number of Performance RSUs granted hereby shall immediately become Vested Stock and shall be delivered to the Participant within thirty (30) days after the Change in Control occurs.

(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 Vested Stock and shall be delivered to the Participant within thirty (30) of such dissolution.

7. Income Taxes : The Company shall not deliver 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 by withholding Common Stock issuable in connection with the delivery 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 Stock 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 shares is pending the Participant's satisfaction of his or her withholding tax obligations.

8. Non-Transferability of Award : The Participant represents and warrants that the Performance RSUs are being acquired by the Participant solely for the Participant's own account for investment and not with a view to or for sale in connection with any distribution thereof. The Participant further understands, acknowledges and agrees that, except as otherwise provided in the Plan, the Performance RSUs may not be sold, assigned, transferred, pledged or otherwise directly or indirectly encumbered or disposed of except to the extent expressly permitted hereby and at all times in compliance with the U.S. Securities Act of 1933, as amended, and the rules and regulations of the Securities and Exchange Commission thereunder, and in compliance with applicable state securities or "blue sky" laws and non-U.S. securities laws. Unless permitted by the Committee, the Performance RSUs may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated by the Participant other than by will or the laws of descent and distribution. Notwithstanding the foregoing, the Participant may designate a beneficiary on a form provided by the Company, with such beneficiary to receive any Common Stock issued hereunder following the Participant's death.

9. Other Agreements : Subject to sections 10(a) and 10(b) below, this Agreement and the 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 hereunder, the Participant shall have delivered to the Company an executed copy of this Agreement and an executed 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 evidenced by the Award, 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 the Award.

(b) The Award (including the terms described herein) is subject to the provisions of the Plan and, if the Participant is outside the U.S., there may be an addendum containing special terms and conditions applicable to awards in the Participant's country. The award of Performance RSUs 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 shares provided by 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.

10. Not a Contract for Employment; No Acquired Rights : Nothing in the Plan, in this Agreement or any other instrument executed pursuant to the Plan 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.

11. 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.

12. 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 purpose of this Agreement.

13. 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.

14. 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 Performance RSUs via the Company's or plan administrator's web site or other electronic delivery.

15. Governing Law : The Award and this Agreement shall be interpreted and construed in accordance with the laws of New York and applicable federal law.

16. Validity of Agreement : This Agreement shall be valid, binding and effective upon the Company on the Grant Date. However, the Performance RSUs contained in 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 on or before February 16, 2009.

17. 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.

18. 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 Section 7 or any other agreement between the Participant and the Company or an Affiliate.

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

(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) “ *Date of Termination* ” shall mean in accordance with Treasury Regulation Section 1.409A-1(h)(1) and the definition of “separation from service” in the Celanese Corporation Deferred Compensation Plan, the date on which the Participant’s employment terminates such that the Company anticipates no further services will be performed by the Participant for the Company (or any services are reduced by 80% or more as provided by Treasury Regulation Section 1.409A-1(h)(1)(ii)).

(d) “ *Effective Date* ” means [Effective Date].

(e) “ *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.

(f) “ *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.

(g) “ *Person* ” means any person, firm, partnership, joint venture, association, corporation or other business organization, entity or enterprise whatsoever.

(h) “ *Total Disability* ” has the same meaning as “Disability” in the Celanese Corporation Deferred Compensation Plan.

(i) “ *Total Shareholder Return* ” or “ *TSR* ” means the change in the price of the Company’s Common Stock, 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.

(j) “ *Vested Stock* ” shall mean shares of Common Stock covered by the Performance RSU Award which are issued in Participant’s name or otherwise issued for the benefit of Participant.

This Performance-Vesting Restricted Stock Unit Award Agreement dated [Grant Date] has been delivered to the Participant pursuant to such action approved by the Committee on the Grant Date and can be accepted only by the signature of the Participant and timely delivery thereof to the Company in accordance with the terms of this Agreement.

IN WITNESS WHEREOF, this Award Agreement has been executed and delivered by the parties hereto.

ACCEPTED AND AGREED:

PARTICIPANT

By:

Name: [Participant Name]

Employee ID: [Personnel Name]

Date:

APPENDIX A

CALCULATION OF THE PERFORMANCE-BASED VESTING

Name of Participant:	[Participant Name]		
Grant Date:	[Grant Date]		
	Threshold ⁽¹⁾	Target	Maximum
Performance RSUs subject to the Award:	[Threshold Units]	[Target Units]	[Maximum Units]

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

Performance-Based Vesting Calculation

The percentage of Performance RSUs that may vest on 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
Operating EBITDA	Below Threshold	0%	0%	0%
	Threshold	25%	50%	75%
	Target	50%	100%	150%
	Stretch	75%	150%	225%

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

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

Table 2 – Operating EBITDA Performance Goals and Payout Range:

Measurement Period	Period Weight	Operating EBITDA Performance Goal / Range			Operating EBITDA Performance Percentage Range ⁽¹⁾		
		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%
	100%				50%	100%	150%

⁽¹⁾ 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
Threshold	20th or below	50%
Target	50th	100%
Stretch	80th or above	150%

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

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

$N =$ the number of companies that remain in the Peer Group on 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>	<u>Company</u>	<u>Ticker</u>
1.A. Schulman Inc.	SHLM	19.International Flavors & Fragrances Inc.	IFF
2.Air Products & Chemicals Inc.	APD	20.Lubrizol Corp.	LZ
3.Airgas Inc.	ARG	21.Minerals Technologies Inc.	MTX
4.Albemarle Corp.	ALB	22.Mosaic Co.	MOS
5.Ashland Inc.	ASH	23.Olin Corp.	OLN
6.Avery Dennison Corp.	AVY	24.OM Group Inc.	OMG
7.Cabot Corp.	CBT	25.PPG Industries Inc.	PPG
8.CF Industries Holdings Inc.	CF	26.Praxair Inc.	PX
9.Chemtura Corp.	CEM	27.Rockwood Holdings Inc.	ROC
10.Cytec Industries Inc.	CYT	28.Rohm & Haas Co.	ROH
11.Dow Chemical Co.	DOW	29.RPM International Inc.	RPM
12.E. I. DuPont de Nemours & Co.	DD	30.Sensient Technologies Corp.	SXT
13.Eastman Chemical Co.	EMN	31.Sigma-Aldrich Corp.	SIAL
14.Ecolab Inc.	ECL	32.Terra Industries Inc.	TRA
15.Ferro Corp.	FOE	33.Tredegar Corp.	TG
16.FMC Corp.	FMC	34.Valspar Corp.	VAL
17.H. B. Fuller Co.	FUL	35.W. R. Grace & Co.	GRA
18.Huntsman Corp.	HUN	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.

CELANESE CORPORATION

**2008 PERFORMANCE UNIT AWARD AGREEMENT
DATED DECEMBER 11, 2008**

DAVID N. WEIDMAN

You have been awarded Performance Units with the restrictions,
terms and conditions described in this agreement:

Performance Unit Target Award

200,000 Units

This grant is made pursuant to the Performance Unit Award Agreement dated as of December 11, 2008 between Celanese and you, which Agreement is attached hereto and made a part hereof.

CELANESE CORPORATION

2008 PERFORMANCE UNIT AWARD AGREEMENT

This Performance Unit Award Agreement (hereinafter called the "Agreement") is made and entered into effective as of December 11, 2008 (the "Grant Date") by and between Celanese Corporation, a Delaware corporation ("Celanese" or the "Company") and **David N. Weidman** (the "Participant"), when fully executed thereby in accordance with this Agreement. Capitalized terms shall have the same meaning ascribed to them in this Agreement.

1. Performance Unit Award : In order to encourage Participant's contribution to the successful performance of the Company, Celanese hereby grants to Participant as of the Grant Date, pursuant to the terms of this Agreement, performance-vesting units (the "Performance Units" or "Award") representing the right to receive, at Target performance levels, the cash value of 200,000 shares of the Company's Series A Common Stock ("Common Stock"). The number of units that may vest and become payable as cash under this Award is set forth in Appendix A. Participant hereby acknowledges and accepts such Award upon such terms and subject to such performance requirements and other conditions, restrictions and limitations contained in this Agreement.

2. Performance-Based Vesting : The number of Performance Units that may vest and be payable as cash based on Company performance shall be determined using the methodology set forth in Appendix A and Appendix B, and shall be subject to the following provisions.

(a) *Service Period* : The Service Period shall be the period commencing on December 11, 2008 and ending on October 14, 2011.

(b) *Performance Measures* : Performance vesting shall be based on achievement against pre-determined targets for i) Operating EBITDA and ii) Relative Total Shareholder Return ("Relative TSR"). These measures are described in, and will be determined in accordance with, Appendix A.

(c) *Performance Targets* : Threshold, Target and Stretch performance levels for each performance measure for the performance period are described in Appendix A.

(d) *Performance Vesting* : The aggregate number of performance units that may actually vest shall be determined by reference to the target number of Performance Units granted pursuant to the Award as adjusted for the Company's level of performance with respect to each performance measure as set forth in Appendix A.

(e) *Vesting Date* : The date upon which any performance units that may vest pursuant to this Award shall be October 14, 2011 (the "Vesting Date") so long as the New York Stock Exchange shall be open for trading on such date (or on the preceding trading day if there shall have been no trading on the Vesting Date).

3. Effects of Certain Events :

(a) Upon the death of the Participant or the termination of the Participant's employment with the Company by reason of Total Disability, an amount equal to (i) the Target number of Performance Units 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 death or such termination, and the denominator of which is thirty-four, such product to be rounded up to the nearest whole number (the "Prorated Amount"), shall immediately vest and be payable in cash to the Participant within thirty (30) days after the Participant's death or Date of Termination (provided that if the payment is by reason of termination due to Total Disability and the Participant is a Specified Employee on the Date of Termination, payment shall not be made until six (6) months and one day after the Participant's Date of Termination).

(b) Upon the termination of Participant's employment with the Company without Cause, an amount equal to the Prorated Amount shall vest and be payable in cash and be deliverable to the Participant on the date set forth in Section 5, subject to adjustment for the achievement of the performance goals outlined herein and as applied to all other Participants.

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

4. Conversion of Performance Units: In its sole discretion, the Compensation Committee of the Company's Board of Directors (the "Committee") may at any time convert all or any portion of this Award into an award of Performance-vesting Restricted Stock Units ("Performance RSUs").

(a) If the Committee determines to convert all or any portion of this Award, any unvested portion of such Award shall be immediately cancelled and converted into the right to receive an award of an equivalent number of Performance RSUs, the performance measures, terms and conditions of which shall be determined by the Committee in its sole discretion.

(b) If the Committee determines to convert all or any portion of this Award, the provisions of this Agreement shall no longer apply to the Award (or such portion that is converted). The new award of Performance RSUs shall be governed by a separate Performance RSU award agreement to be entered into by the Participant and the Company at the time of conversion.

(c) The Committee shall provide the Participant with prompt written notice of any conversion of such Participant's Award into an award of Performance RSUs.

5. Settlement of Performance Units: Subject to Sections 3(a) and 7 of this Agreement, each vested Performance Unit shall be settled by a cash payment to the Participant within fourteen (14) days after the Vesting Date in an amount equal to the Fair Market Value of one share of Common Stock on the Vesting Date,

6. Rights as a Stockholder: The Participant shall have no rights as a stockholder with respect to the Award.

7. 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 Performance Units granted pursuant to this Agreement that have not previously been forfeited or converted:

(i) If the unvested Award is assumed by the Participant's new employer in connection with the Change in Control, or a substitute award with the equivalent (or greater) economic value and no less favorable vesting conditions is put in place effective upon the Change in Control, the Award (or as applicable, the substitute award) shall continue to be subject to the vesting and payment conditions provided herein, provided that if the Participant's employment is terminated without Cause following the Change in Control, Performance Units in an amount equal to the Target number of Performance Units granted hereby shall immediately vest and the value of such Performance Units shall be paid in cash within thirty (30) days after the Participant's Date of Termination provided that if the Participant is a Specified Employee on the Date of Termination, delivery shall not be made until six (6) months and one day after the Participant's Date of Termination.

(ii) If the Award is not assumed, or a substitute award is not made pursuant to Section 7(a)(i) above, then upon the Change of Control the value equal to the Target number of Performance Units granted hereby shall immediately become vested and paid in cash to the Participant within thirty (30) days after the Change in Control occurs.

(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 Units granted pursuant to this Agreement that have not previously been forfeited or converted shall immediately become vested and paid in cash to the Participant in an amount equal to the value of the Target number of Performance Units within thirty (30) days of such dissolution.

8. Income Taxes : The Company shall not deliver cash in respect of any Performance Units 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 by withholding cash payable in connection with the delivery of Performance Units. 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 cash payable in respect of any vested Performance Units from any amounts payable by it to the Participant (including, without limitation, future cash wages).

9. Non-Transferability of Award : The Participant represents and warrants that the Performance Units are being acquired by the Participant solely for the Participant's own account for investment and not with a view to or for sale in connection with any distribution thereof. The Participant further understands, acknowledges and agrees that the Performance Units may not be sold, assigned, transferred, pledged or otherwise directly or indirectly encumbered or disposed of except to the extent expressly permitted hereby and at all times in compliance with the U.S. Securities Act of 1933, as amended, and the rules and regulations of the Securities and Exchange Commission thereunder, and in compliance with applicable state securities or "blue sky" laws and non-U.S. securities laws. Unless permitted by the Committee, the Performance Units may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated by the Participant other than by will or the laws of descent and distribution. Notwithstanding the foregoing, the Participant may designate a beneficiary on a form provided by the Company, with such beneficiary to receive any cash payable hereunder following the Participant's death.

10. Other Agreements : Subject to sections 10(a) and 10(b) below, this Agreement constitutes 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 hereunder, the Participant shall have delivered to the Company an executed copy of this Agreement and an executed 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 evidenced by the Award, 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 the Award.

(b) The payment of cash provided by 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 this Agreement or any other instrument executed by the Participant 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 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 purpose 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, and the Performance Units 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 New York 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 Performance Units contained in 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 on or before [Date].

18. 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 Units provided by this Agreement shall not modify the time or form of issuance of the Performance Units set forth in this Agreement.

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) applicable to the Participant under Section 7 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) “*Date of Termination*” shall mean in accordance with Treasury Regulation Section 1.409A-1(h)(1) and the definition of “separation from service” in the Celanese Corporation Deferred Compensation Plan, the date on which the Participant’s employment terminates such that the Company anticipates no further services will be performed by the Participant for the Company (or any services are reduced by 80% or more as provided by Treasury Regulation Section 1.409A-1(h)(1)(ii)).

(d) “*Effective Date*” means December 11, 2008.

(e) “*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.

(f) “ *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.

(g) “ *Person* ” means any person, firm, partnership, joint venture, association, corporation or other business organization, entity or enterprise whatsoever.

(h) “ *Total Disability* ” has the same meaning as “Disability” in the Celanese Corporation Deferred Compensation Plan.

(i) “ *Total Shareholder Return* ” or “ *TSR* ” means the change in the price of the Company’s Common Stock, 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.

This Performance Unit Award Agreement dated December 11, 2008 has been delivered to the Participant pursuant to such action approved by the Committee on the Grant Date and can be accepted only by the signature of the Participant and timely delivery thereof to the Company in accordance with the terms of this Agreement.

IN WITNESS WHEREOF, this Award Agreement has been executed and delivered by the parties hereto.

ACCEPTED AND AGREED:

PARTICIPANT

By:

Name: **David N. Weidman**

Employee ID: [Personnel Number]

Date:

APPENDIX A

CALCULATION OF THE PERFORMANCE-BASED VESTING

Name of Participant:	David N. Weidman		
Grant Date:	December 11, 2008		
	Threshold ⁽¹⁾	Target	Maximum
Performance RSUs subject to the Award:	100,000	200,000	450,000

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

Performance-Based Vesting Calculation

The percentage of Performance Units 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
Operating EBITDA	Below Threshold	0%	0%	0%
	Threshold	25%	50%	75%
	Target	50%	100%	150%
	Stretch	75%	150%	225%

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

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

Table 2 – Operating EBITDA Performance Goals and Payout Range:

Measurement Period	Period Weight	Operating EBITDA Performance Goal / Range			Operating EBITDA Performance Percentage Range ⁽¹⁾		
		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%
	100%				50%	100%	150%

⁽¹⁾ 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 Unit 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 Units;
3. The results of step 2 for each measurement period shall be added together to determine the total number of Operating EBITDA adjusted Units ("Adjusted Units").

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 Units by a percentage between 50% and 150%.

Table 3 – TSR Performance Goals and Payout Range:

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

The Participant's Adjusted Units 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 Units to calculate the number of Performance Units that shall vest (rounded to the nearest whole unit) and become payable as cash.

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>	<u>Company</u>	<u>Ticker</u>
1.A. Schulman Inc.	SHLM	19.International Flavors & Fragrances Inc.	IFF
2.Air Products & Chemicals Inc.	APD	20.Lubrizol Corp.	LZ
3.Airgas Inc.	ARG	21.Minerals Technologies Inc.	MTX
4.Albemarle Corp.	ALB	22.Mosaic Co.	MOS
5.Ashland Inc.	ASH	23.Olin Corp.	OLN
6.Avery Dennison Corp.	AVY	24.OM Group Inc.	OMG
7.Cabot Corp.	CBT	25.PPG Industries Inc.	PPG
8.CF Industries Holdings Inc.	CF	26.Praxair Inc.	PX
9.Chemtura Corp.	CEM	27.Rockwood Holdings Inc.	ROC
10.Cytec Industries Inc.	CYT	28.Rohm & Haas Co.	ROH
11.Dow Chemical Co.	DOW	29.RPM International Inc.	RPM
12.E. I. DuPont de Nemours & Co.	DD	30.Sensient Technologies Corp.	SXT
13.Eastman Chemical Co.	EMN	31.Sigma-Aldrich Corp.	SIAL
14.Ecolab Inc.	ECL	32.Terra Industries Inc.	TRA
15.Ferro Corp.	FOE	33.Tredegar Corp.	TG
16.FMC Corp.	FMC	34.Valspar Corp.	VAL
17.H. B. Fuller Co.	FUL	35.W. R. Grace & Co.	GRA
18.Huntsman Corp.	HUN	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.

CELANESE CORPORATION

**2008 LONG-TERM INCENTIVE CASH AWARD AGREEMENT
DATED [Grant Date]**

[Participant Name]

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

2008 LTI Cash Award

[Cash Award Value]

This grant is made pursuant to the Cash Award Agreement dated as of [Grant Date] between Celanese and you, which Agreement is attached hereto and made a part hereof.

CELANESE CORPORATION

2008 LONG-TERM INCENTIVE CASH AWARD AGREEMENT

This 2008 Long-Term Incentive Cash Award Agreement (hereinafter called the "Agreement") is made and entered into effective as of [Grant Date] (the "Grant Date") by and between Celanese Corporation, a Delaware corporation ("Celanese" or the "Company") and **[Participant Name]** (the "Participant"), when fully executed thereby in accordance with the terms of this Agreement.

1. 2008 LTI Cash Award: In order to encourage Participant's contribution to the successful performance of the Company, Celanese hereby grants to Participant as of the Grant Date, pursuant to the terms of this Agreement, a Long Term-Incentive Cash Award in the gross amount of [Cash Award Value] (the "Cash Award" or "Award"). Participant hereby acknowledges and accepts such Award upon such 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 below, the Cash Award shall vest and become payable to the Participant on each date set forth below (each such date being referred to as a "Vesting Date") according to the following schedule:

Vesting Date	Vested Cash Award Amount
[1 ST Vesting Date]	[1 ST Vesting - 30% of Total]
[2 ND Vesting Date]	[2 ND Vesting - 30% of Total]
[3 RD Vesting Date]	[3 RD Vesting - 40% of Total]

3. Effects of Certain Events:

(a) In the event that any time prior to a Vesting Date, the Participant's employment with the Company is terminated by reason of death, Total Disability or is terminated by the Company without Cause, then a prorated amount of the Cash Award shall immediately become vested in an amount equal to the product of (1) the total Cash Award granted hereunder, multiplied by (2) 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 thirty-four (34), such product to be rounded down to the nearest whole number (the "Prorated Amount"). Upon such termination, the Prorated Amount, less any Cash Award amount previously vested and paid to the Participant before the Date of Termination, shall immediately be paid to the Participant (or, if applicable, his or her beneficiary) as soon as reasonably practicable following such termination of employment, and in no event later than March 15 of the year following the year in which such termination of employment occurs.

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

4. Payment of Cash Award : Subject to Sections 3(a) and 7 of this Agreement, the vested Cash Award shall be payable to the Participant within thirty days (30) days after the Vesting Date. The amount of the vested Cash Award will be paid in local currency in the country where the Participant is employed and receives all other forms of remuneration at the time of each Vesting Date.

5. Conversion of Cash Award : In its sole discretion, the Compensation Committee of the Company's board of directors (the "Committee") may at any time convert all or a portion of the Cash Award to an award of time-vesting restricted stock units ("RSUs").

(a) If the Committee determines to convert a Cash Award, all of the unvested portion of such Cash Award shall be cancelled and converted into time-vesting 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 applicable to the Cash Award.

(b) In the event of a conversion, the provisions of this Agreement shall no longer apply. Rather, the new award shall be governed by a separate RSU award agreement.

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

6. Rights as a Stockholder : The Participant shall have no rights as a stockholder with respect to the Cash Award.

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

(a) If the unvested Cash Award is assumed by the Participant's new employer in connection with the Change in Control, or a substitute award with the equivalent (or greater) economic value and no less favorable vesting conditions is put in place effective upon the Change in Control, the Cash Award (or as applicable, the substitute award) shall continue to be subject to the vesting and payment conditions provided herein, provided that if the Participant's employment is terminated without Cause following the Change in Control, the Cash Award (or, as applicable, the substitute award) shall immediately vest and shall be paid in full as soon as reasonably practicable following such termination of employment, and in no event later than March 15 of the year following the year in which such termination of employment occurs.

(b) If the Cash Award is not assumed, or a substitute award is not made pursuant to Section 7(a) above, then upon the Change of Control the Cash Award granted herein shall immediately become vested and payable to the Participant within thirty (30) days after the Change in Control occurs.

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 under 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 sold, transferred, pledged, assigned, or otherwise alienated or hypothecated by the Participant other than by will or the laws of descent and distribution. Notwithstanding the foregoing, the Participant may designate a beneficiary on a form provided by the Company, with such beneficiary to receive any Cash Award payable hereunder following the Participant's death.

10. Other Agreements : Subject to sections 10(a) and 10(b) below, 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 receipt of the grant made hereunder, the Participant shall have delivered to the Company an executed copy of the Agreement and an executed 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 evidenced by the Award, 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 the Award.

(b) The Cash Award (including the terms described herein) is subject to the provisions of this Agreement and, if the Participant is outside 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 pursuant to this 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 purpose 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 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 the Subsidiaries, and the Cash Award via the Company'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 New York 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 contained in 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 on or before [Acceptance Date].

18. 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 Section 7 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) “*Common Share*” means a share of the Company’s Series A common stock.

(d) “*Date of Termination*” means, in accordance with the definition of “separation from service” in the Celanese Corporation Deferred Compensation Plan, the date on which the Participant’s employment terminates such that the Company anticipates no further services will be performed by the Participant for the Company (or any services are reduced by 80% or more).

(e) “*Effective Date*” means [Grant Date].

(f) “*Fair Market Value*” means, as of any given date, the average of the high and low closing sales prices of the Common Shares on the New York Stock Exchange Composite Tape or, if not listed on such exchange, on any other national securities exchange on which the Common Shares are listed, in any case, as reporting in such source as the Committee shall select. If there is no regular public trading market for such Common Shares, the Fair Market Value of the Common Shares shall be determined by the Committee in good faith.

(g) “*Person*” means any person, firm, partnership, joint venture, association, corporation or other business organization, entity or enterprise whatsoever.

(h) “*Total Disability*” has the same meaning as “Disability” in the Celanese Corporation Deferred Compensation Plan.

(i) “ *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.

This 2008 Long-Term Incentive Cash Award Agreement dated December 11, 2008 has been delivered to Participant pursuant to such action approved by the Committee on the Grant Date and can be accepted only by the signature of the Participant and timely delivery thereof to the Company in accordance with the terms of this Agreement.

IN WITNESS WHEREOF, this Award Agreement has been executed and delivered by the parties hereto.

ACCEPTED AND AGREED:

PARTICIPANT

By:

Name: [Participant Name]

Employee ID: [Personnel Number]

Date:

LONG-TERM INCENTIVE AWARD CLAW-BACK AGREEMENT

This Agreement between Celanese Corporation and _____ (the "Employee") is entered into as of the date set forth on the signature page below. The collective consideration for Employee's obligations under this Agreement, each component of which the Employee specifically acknowledges both the receipt and independent sufficiency thereof as consideration, include: (i) Employee's receipt of cash and/or stock-related awards under the Celanese Corporation 2004 Stock Incentive Plan (including any successor plan), or any such other cash or stock-related award under any plan or arrangement sponsored by Celanese (collectively referred to as the "Plan"), subject to the terms thereof; (ii) Employee's continued employment with Celanese; (iii) the opportunity to receive special training and education, both on-the-job and otherwise as feasible; and (iv) Employee's receipt of confidential, proprietary information relating to Celanese business and clients.

Accordingly, Employee and Celanese agree as follows:

1. DEFINITIONS

a. "Celanese" means Celanese Corporation, its direct and indirect subsidiaries, affiliated entities, successors and assigns.

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

c. "Competitive Business" means businesses that compete with products and services offered by Celanese in those countries where Celanese manufactures, produces, sells, leases, rents, licenses or otherwise provides its products or services during the term of Employee's employment with Celanese or, following the Employee's termination of employment, within two (2) years preceding the date of termination (including, without limitation, businesses which Celanese has specific plans to conduct in the future that were disclosed or made available to Employee), provided that, if Employee's duties were limited to particular product lines or businesses during such period, the Competitive Business shall be limited to those product lines or businesses in those countries for which Employee had such responsibility.

d. "Effective Date" means December 11, 2008.

e. "Restricted Period" means one year from the date of Employee's termination of employment from Celanese for any reason.

2. DISCLOSURE AND USE OF CONFIDENTIAL INFORMATION AND PROPRIETARY RIGHTS

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

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

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

d. If Employee has previously entered into any confidentiality or non-disclosure agreements with any former employer, Employee hereby represents and warrants that such confidentiality and/or non-disclosure agreement or agreements have been fully disclosed and provided to Celanese.

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

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

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

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

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

j. In the event Employee leaves the employ of Celanese, Employee hereby grants consent to notification by Celanese to any subsequent employer about Employee's rights and obligations under this Paragraph 2.

3. NON-COMPETITION AND NON-SOLICITATION

a. During the time of Employee's employment with Celanese and for the Restricted Period thereafter, Employee shall not, whether on Employee's own behalf or on behalf of or in conjunction with any person, directly or indirectly solicit or assist in soliciting in competition with Celanese, the business of any customer, prospective customer, client or prospective client: (i) with whom Employee had personal contact or dealings on behalf of Celanese during the one year period preceding the termination of Employee's employment; (ii) with whom employees directly or indirectly reporting to Employee have had personal contact or dealings on behalf of Celanese during the one-year immediately preceding the termination of Employee's employment; or (iii) for whom Employee had direct or indirect responsibility during the one year period immediately preceding the termination of Employee's employment.

b. During the time of Employee's employment with Celanese and for the Restricted Period thereafter, Employee shall not directly or indirectly: (i) engage in any Competitive Business, (ii) enter the employ of, or render any services to, any person (or any division or controlled or controlling affiliate of any person) who or which engages in a Competitive Business, (iii) acquire a financial interest in, or otherwise become actively involved with, any Competitive Business, directly or indirectly, as an individual, partner, stockholder, officer, director, principal, agent, trustee or consultant, or (iv) interfere with, or attempt to interfere with, business relationships between Celanese and customers, clients, suppliers partners, members or investors of Celanese. Notwithstanding the foregoing, Employee may directly or indirectly own, solely as an investment, securities of any person engaged in the business of Celanese which are publicly traded on a national or regional stock exchange or on the over-the-counter market if Employee (x) is not a controlling person of, or a member of a group which controls, such person and (y) does not, directly or indirectly, own 5% or more of any class of securities of such person.

4. NON-SOLICITATION OF CELANESE EMPLOYEES AND CONSULTANTS

Employee shall not:

a. During the time of Employee's employment with Celanese and for the Restricted Period thereafter, Employee shall not, whether on Employee's own behalf or on behalf of or in conjunction with any Person, directly or indirectly: (i) solicit, interview, encourage, or take any other action that would tend to influence in any manner any employee of Celanese to leave the employment of Celanese (other than as a result of a general advertisement of employment made by Employee's subsequent employer or business, not directed at any such employee), or (ii) hire any such employee who was employed by Celanese as of the date of Employee's termination of employment or who left Celanese coincident with, or within one year prior to or after, Employee's termination of employment.

b. During the time of Employee's employment with Celanese and for the Restricted Period thereafter, Employee shall not, directly or indirectly, solicit or encourage any consultant then under contract with Celanese to cease to work with Celanese.

5. EMPLOYEE'S BEST EFFORTS AND EXCLUSIVE SERVICE

Employee agrees to diligently and loyally serve Celanese, to devote his/her full best efforts, full time and energy to such service, and to follow the directions of Celanese in regard to such services. Employee agrees to conduct all business activities in accordance with the directives, policies, and instructions of Celanese in a proper and professional manner so as to maintain Celanese's ethical business, and professional standards, and the goodwill and reputation of Celanese. Employee also warrants and represents that he/she has been advised of and agrees to comply with Celanese's Code of Business Conduct, as amended from time to time, including Celanese's policies against discrimination and harassment.

Employee further agrees that during employment with Celanese, he/she will not engage in any other employment or business venture. Employee warrants that he/she is not subject to any agreement with a prior employer or other party that would restrict his/her employment by Celanese or the performance of his/her duties under this Agreement.

6. EMPLOYMENT RELATIONSHIP

Notwithstanding any other provisions of this Agreement and unless contrary to applicable law or the terms of a written contract executed by an officer of Celanese, employment with Celanese is for an indefinite term and may be ended, with or without cause, at any time by either the Employee or Celanese, with or without previous notice. Nothing in this document will be construed to oblige Celanese to continue Employee's employment for any particular time or under any particular terms and conditions of employment.

7. REMEDIES AND ENFORCEMENT

a. Forfeiture of Stock-Related Benefits and Rights : Employee acknowledges that the Plan is intended to induce and reward Employee's continued employment, commitment, and loyalty to Celanese. As further consideration for Employee's stock-related awards, Employee agrees that (a) if at any time during his/her employment with Celanese or after his/her termination of employment for any reason, Employee breaks or states his/her intention to break the promises he/she made in Paragraphs 2, 3, or 4 of this Agreement, or (b) it is determined by Celanese that Employee engaged in conduct related to his/her employment with Celanese for which he/she or Celanese could be held either criminally or civilly liable, then Employee shall (x) immediately cease vesting in all awards granted under the Plan on or after the Effective Date and (y) forfeit and return to Celanese any and all rights and interests that he/she may have in any awards (and, if applicable, repay the value of any awards Employee no longer holds by means of a certified check) granted under the Plan on or after the Effective Date in which Employee vested during the period that began on the date one year preceding Employee's breaking (or stating his/her intention to break) the promises in Paragraphs 2, 3, or 4 of this Agreement, or one year preceding Employee's termination (whichever date is earlier), unless terminated or forfeited sooner by operation of another term or condition of the Plan.

b. Reasonableness of Restrictions / Injunctive Relief : Employee acknowledges that the provisions of this Agreement are reasonable and necessary for the protection of Celanese's legitimate business interests, including but not limited to its Confidential Information, customer, vendor, supplier and business partner relationships and goodwill. Employee also acknowledges that the provisions of this Agreement would not impede his or her ability to earn a living in his or her chosen profession should he or she terminate employment with Celanese. Employee further acknowledges that a breach of any of the provisions of this Agreement will result in continuing and irreparable damages to Celanese for which there would be no adequate remedy at law and that Celanese, in addition to all other relief available to it, shall be entitled to the issuance of injunctive relief restraining him or her from committing or continuing to commit any breach of this agreement. Accordingly, if Employee breaches this Agreement, Celanese shall be entitled, in addition to all other remedies it may have, to immediate injunctions or other appropriate orders to restrain any such breach without requirement to post a bond. In addition, in the event of a breach of Paragraphs 2, 3 or 4, Employee agrees to pay to Celanese all costs of enforcement of this Agreement, including, but not limited to, reasonable attorney fees.

c. Reformation : If any provision of Paragraphs 2, 3 or 4 should be found by any court of competent jurisdiction to be unreasonable by reason of its being too broad as to the period of time, territory, aspects of business or clients covered or otherwise, then, and in that event, such provision shall nevertheless remain valid and fully effective, but shall be considered to be amended, for the limited purpose of its application within the geographic jurisdiction of the court so finding, so that any term of the provision found unreasonable shall be limited to the maximum period of time, the largest territory, the most aspects of business and clients covered and/or the broadest other limitations, as the case may be, which would be found reasonable and enforceable by such court. Similarly, if any remedy is found to be unenforceable in whole or in part, or to any extent, such provision shall remain in effect only to the extent the remedy or remedies would be enforceable by such court.

d. Severability and Survival : Subject to the provisions of Subparagraph 7(c), whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law or public policy. However, if any provision of this Agreement is held to be prohibited by or invalid under applicable law or public policy, such provisions, to the extent of such prohibition or invalidity, shall be deemed not to be part of this Agreement otherwise applicable to Employee, and shall not invalidate the remainder of such provision or the remaining provisions of this Agreement.

e. Right of Set-Off : Employee consents to a deduction from any amounts Celanese may owe Employee from time to time, to the extent of the amounts Employee owes Celanese (including, but not limited to, any amounts Employee owes under the Subparagraphs 7(a) and 7(b) above). Any such set-off shall be effected pursuant to the requirements of Section 409A of the Internal Revenue Code of 1986, as amended. If Celanese does not recover by means of set-off the full amount Employee owes, Employee agrees to pay immediately the unpaid balance to Celanese upon Celanese's demand.

8. DISCLOSURE AND NOTIFICATION

a. Prior to signing this Agreement, Employee shall disclose to Celanese in writing any restrictions that may affect Employee’s ability to work on behalf of Celanese, including, but not limited to, any existing non-compete agreements, confidentiality agreements, court orders, or pending or threatened litigation with prior employers/contractors/third parties. Such written disclosure is attached to this Agreement as Exhibit B, which is fully incorporated herein by reference. Employee further warrants and represents he/she has not disclosed and will not disclose to Celanese, and has not used and will not use on Celanese’s behalf, any trade secrets or confidential, proprietary information belonging to a third party, without first obtaining written consent from that third party.

b. Employee agrees that he/she will (and Celanese may) notify anyone employing Employee or evidencing an intention to employ Employee of the existence and provisions of this Agreement.

9. CONSENT TO JURISDICTION

To the fullest extent allowed by applicable law, any dispute or conflict arising out of or relating to this Agreement, except for an action brought by Celanese pursuant to Paragraphs 2, 3 or 4 of this Agreement, must be brought in a court that has jurisdiction over matters in Dallas County, Texas, which court(s) shall have sole and exclusive jurisdiction of such matters. Furthermore, to the fullest extent allowed by applicable law, Employee agrees such court shall have personal jurisdiction over him/her and further agrees to waive any rights he/she may have to challenge the court’s jurisdiction over him/her. To the fullest extent allowed by applicable law, Employee further consents to such selection of jurisdiction, forum and venue and to the uncontested enforcement of a judgment from such court in any other jurisdiction where Employee or his/her assets are located.

10. AMENDMENTS

This Agreement may not be modified or amended except by a written instrument executed by Employee and the Chief Executive Officer of Celanese Corporation, the Senior Vice President of Human Resources of Celanese Corporation, or either of their designees.

11. WAIVER

All the rights of Celanese and Employee under this Agreement shall be cumulative and not alternative, and a waiver or indulgence by either party shall not be construed as a waiver of any other rights or entitlements hereunder.

12. ENTIRE AGREEMENT

This Agreement constitutes the parties’ entire agreement, and supersedes and prevails over all other prior agreements, understandings or representations by or between the parties, whether oral or written, with respect to the subject matters herein, except as to (a) the terms of any Plan (as defined on page 1 of this Agreement) which may apply, as supplemented by the provisions of Paragraph 7(a) above; and (b) if a post-employment restrictive covenant in this Agreement is found unenforceable (despite, and after application of, any applicable right to reformation that could add or renew enforceability), then any prior agreement between the parties that would provide for a restriction on the same or substantially similar post-employment conduct of Employee shall not be considered superseded and shall remain in effect.

The parties have executed this Agreement as of the date indicated below.

ACCEPTED AND AGREED:

PARTICIPANT

By: _____

Name:

Employee ID:

Date: _____

EXHIBIT A

LONG-TERM INCENTIVE AWARD CLAW-BACK AGREEMENT

List of Company Works Pursuant to Paragraph 2(e):

A-1

EXHIBIT B

LONG-TERM INCENTIVE AWARD CLAW-BACK AGREEMENT

Disclosure of Restrictions Pursuant to Paragraph 8(a):

B-1
