

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

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

Filed 05/12/05

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

CELANESE CORP

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

Filed 5/12/2005

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

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

SCHEDULE 13D

**Under the Securities Exchange Act of 1934
(Amendment No. 2)***

Celanese Corporation

(Name of Issuer)

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

(Title of Class of Securities)

150870 10 3

(CUSIP Number)

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

May 11, 2005

(Date of Event Which Requires Filing of this Statement)

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

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

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

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

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

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This Amendment No. 2 amends and supplements the statement on Schedule 13D, filed with the Securities and Exchange Commission on March 21, 2005 (as it may be amended from time to time, the “Schedule 13D”) with respect to the Series A Common Stock, par value \$0.0001 per share (the “Series A Common Stock”) of Celanese Corporation, a Delaware corporation (the “Issuer”). Each item below amends and supplements the information disclosed under the corresponding item of the Schedule 13D. Unless otherwise indicated herein, terms used but not defined in this Amendment No. 2 shall have the same respective meanings herein as are ascribed to such terms in the Schedule 13D.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER

Item 5(b) of this Schedule 13D is hereby amended and supplemented by incorporating by reference the information set forth in Item 6 of this 13D.

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

On May 9, 2005, the BCP Stockholders entered into a voting agreement (the “Voting Agreement”) in which each BCP Stockholder agreed to consult with the other BCP Stockholders prior to the exercise of such BCP Stockholder’s voting rights related to the Series A Common Stock and any other capital stock of the Issuer (collectively, “Shares”) held by such BCP Stockholder. If, in connection with such consultation, it is determined that the BCP Stockholders are not in agreement with respect to the exercise of each of their respective voting rights with respect to the Shares, then the BCP Stockholders agreed that each would exercise their respective voting rights in accordance with and in the manner that such voting rights are exercised by the BCP Stockholder that is the holder of the largest number of Shares or, in the event two or more of the BCP Stockholders held an equal number of Shares, in the manner that such voting rights are exercised by the holders of a majority of the aggregate number of Shares held by the BCP Stockholders. References to, and descriptions of, the Voting Agreement as set forth in this Item 6 are qualified in their entirety by reference to the copy of the Voting Agreement, which is included as Exhibit 4 to this Schedule 13D and is incorporated herein by reference.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.

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

The following exhibit is added to the Schedule 13D:

4. Voting Agreement, dated as of May 11, 2005, among Blackstone Capital Partners (Cayman) Ltd. 1, Blackstone Capital Partners (Cayman) Ltd. 2 and Blackstone Capital Partners (Cayman) Ltd. 3
-

SIGNATURE

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

Dated: May 12, 2005

BLACKSTONE CAPITAL PARTNERS (CAYMAN) LTD. 1

By: /s/ Robert L. Friedman

Name: Robert L. Friedman

Title: Director

VOTING AGREEMENT , dated as of May 11, 2005 (this “ Agreement ”), among Blackstone Capital Partners (Cayman) Ltd. 1, a Cayman Islands exempted company, Blackstone Capital Partners (Cayman) Ltd. 2, a Cayman Islands exempted company, and Blackstone Capital Partners (Cayman) Ltd. 3, a Cayman Islands exempted company (collectively, the “ Blackstone Entities ”).

WHEREAS , as of the date hereof, each of the Blackstone Entities are beneficial owners of, and have the power to vote or direct the vote with respect to, the number of shares of Series A Common Stock, par value \$0.0001 per share (“ Corporation Common Stock ”) of Celanese Corporation (the “ Corporation ”) as set forth on the signature page hereof beneath each such Blackstone Entities’ name (the Blackstone Entities’ “ Existing Shares ” and, together with any shares of Corporation Common Stock or other voting capital stock of the Corporation as to which such Blackstone Entity acquires the power to vote or direct the voting of after the date hereof, whether upon the exercise of warrants, options, conversion of convertible securities or otherwise, the Blackstone Entities’ “ Shares ”).

NOW THEREFORE , in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. *Agreement to Vote* . Each of the Blackstone Entities agrees that it shall, prior to any meeting (whether annual or special and whether or not an adjourned or postponed meeting) of stockholders of the Corporation, however called, or in connection with any written consent of the stockholders of the Corporation, consult with each of the other Blackstone Entities with respect to the exercise of such Blackstone Entity’s voting rights related to the Shares held by such Blackstone Entity. If, in connection with such consultation, it is determined that the Blackstone Entities shall not be in agreement with respect to the exercise of each of their respective voting rights with respect to the Shares, then the Blackstone Entities agree that each shall exercise such voting rights in accordance with and in the manner that such voting rights are exercised by the Blackstone Entity that is the holder of the largest number of Shares or, in the event two or more of the Blackstone Entities holds an equal number of Shares (and no other Blackstone Entity holds a larger number of Shares than each of such Blackstone Entities), in the manner that such voting rights are exercised by the holders of a majority of the aggregate number of Shares held by the Blackstone Entities.
 2. *No Ownership Interest* . Nothing contained in this Agreement shall be deemed to vest in any Blackstone Entity any direct or indirect ownership or incidence of ownership of or with respect to any Shares held by any of the other Blackstone Entities.
 3. *Termination* . This Agreement may be terminated by any of the Blackstone Entities at any time.
 4. *Governing Law* . This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without giving effect to the principles of conflict of laws thereof.
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5. *Amendment* . This Agreement may not be amended except by an instrument in writing signed each of the Blackstone Entities.
6. *Counterparts* . This Agreement may be executed in any number of counterparts, each of which shall be considered one and the same agreement and shall become effective when all counterparts have been signed by each of the parties and delivered to the other party, it being understood that the parties need not sign the same counterpart.
7. *Entire Agreement; No Third-Party Beneficiaries* . This Agreement (i) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties hereto with respect to the subject matter of this Agreement and (ii) is not intended to confer upon any person other than the parties hereto (and their respective successors and assigns) any rights or remedies.

* * *

IN WITNESS WHEREOF, each of the Blackstone Entities have signed or caused this Agreement to be signed by their respective officers or other authorized person thereunto duly authorized, as of the date first written above.

Blackstone Capital Partners (Cayman) Ltd. 1

By: /s/ Robert L. Friedman

Name: Robert L. Friedman

Title: Director

Number of Existing Shares: 61,357,578

Blackstone Capital Partners (Cayman) Ltd. 2

By: /s/ Robert L. Friedman

Name: Robert L. Friedman

Title: Director

Number of Existing Shares: 4,255,324

Blackstone Capital Partners (Cayman) Ltd. 3

By: /s/ Robert L. Friedman

Name: Robert L. Friedman

Title: Director

Number of Existing Shares: 33,359,813

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