# CELANESE CORP

## FORM 10-Q
(Quarterly Report)

Filed 04/28/20 for the Period Ending 03/31/20

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

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**UNITED STATES**

**SECURITIES AND EXCHANGE COMMISSION**

**Washington, D.C. 20549**

# Form 10-Q

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

**For the quarterly period ended**

**March 31, 2020**

**Or**

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

**Commission File Number: 001-32410**

Celanese

## CELANESE CORPORATION

*(Exact Name of Registrant as Specified in its Charter)*

| **Delaware** | **98-0420726** |
|---|---|
| *(State or Other Jurisdiction of Incorporation or Organization)* | *(I.R.S. Employer Identification No.)* |

**222 W. Las Colinas Blvd., Suite 900N**
**Irving, TX 75039-5421**
*(Address of Principal Executive Offices and zip code)*

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

Securities registered pursuant to Section 12(b) of the Act:

| Title of Each Class | Trading Symbol(s) | Name of Each Exchange on Which Registered |
|---|---|---|
| **Common Stock, par value $0.0001 per share** | **CE** | **The New York Stock Exchange** |
| **1.125% Senior Notes due 2023** | **CE /23** | **The New York Stock Exchange** |
| **1.250% Senior Notes due 2025** | **CE /25** | **The New York Stock Exchange** |
| **2.125% Senior Notes due 2027** | **CE /27** | **The New York Stock Exchange** |

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

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☑ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☑ Accelerated filer ☐ Non-accelerated filer ☐ Smaller reporting company ☐ Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

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

The number of outstanding shares of the registrant's common stock, $0.0001 par value, as of April 21, 2020 was 118,228,898.

**CELANESE CORPORATION AND SUBSIDIARIES**

**Form 10-Q**

**For the Quarterly Period Ended March 31, 2020**

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**Item 1.** ***Financial Statements***

**CELANESE CORPORATION AND SUBSIDIARIES**
**UNAUDITED INTERIM CONSOLIDATED STATEMENTS OF OPERATIONS**

| | Three Months Ended March 31, | |
|---|---|---|
| | 2020 | 2019 |
| | (In $ millions, except share and per share data) | |
| Net sales | 1,460 | 1,687 |
| Cost of sales | (1,112) | (1,234) |
| Gross profit | 348 | 453 |
| Selling, general and administrative expenses | (125) | (120) |
| Amortization of intangible assets | (5) | (6) |
| Research and development expenses | (17) | (16) |
| Other (charges) gains, net | (6) | 4 |
| Foreign exchange gain (loss), net | (1) | 5 |
| Operating profit (loss) | 194 | 320 |
| Equity in net earnings (loss) of affiliates | 57 | 50 |
| Non-operating pension and other postretirement employee benefit (expense) income | 28 | 17 |
| Interest expense | (28) | (31) |
| Interest income | 2 | 1 |
| Dividend income - equity investments | 37 | 32 |
| Other income (expense), net | 2 | (4) |
| Earnings (loss) from continuing operations before tax | 292 | 385 |
| Income tax (provision) benefit | (65) | (46) |
| Earnings (loss) from continuing operations | 227 | 339 |
| Earnings (loss) from operation of discontinued operations | (7) | (1) |
| Income tax (provision) benefit from discontinued operations | — | — |
| Earnings (loss) from discontinued operations | (7) | (1) |
| Net earnings (loss) | 220 | 338 |
| Net (earnings) loss attributable to noncontrolling interests | (2) | (1) |
| Net earnings (loss) attributable to Celanese Corporation | 218 | 337 |
| Amounts attributable to Celanese Corporation | | |
| Earnings (loss) from continuing operations | 225 | 338 |
| Earnings (loss) from discontinued operations | (7) | (1) |
| Net earnings (loss) | 218 | 337 |
| Earnings (loss) per common share - basic | | |
| Continuing operations | 1.89 | 2.65 |
| Discontinued operations | (0.06) | (0.01) |
| Net earnings (loss) - basic | 1.83 | 2.64 |
| Earnings (loss) per common share - diluted | | |
| Continuing operations | 1.88 | 2.64 |
| Discontinued operations | (0.06) | (0.01) |
| Net earnings (loss) - diluted | 1.82 | 2.63 |
| Weighted average shares - basic | 119,251,689 | 127,542,328 |
| Weighted average shares - diluted | 119,899,844 | 128,215,700 |

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

**CELANESE CORPORATION AND SUBSIDIARIES**
**UNAUDITED INTERIM CONSOLIDATED STATEMENTS OF**
**COMPREHENSIVE INCOME (LOSS)**

| | Three Months Ended March 31, | |
|---|---|---|
| | **2020** | **2019** |
| | **(In $ millions)** | |
| Net earnings (loss) | 220 | 338 |
| Other comprehensive income (loss), net of tax | | |
| Foreign currency translation gain (loss) | (2) | 7 |
| Gain (loss) on cash flow hedges | (39) | (3) |
| Total other comprehensive income (loss), net of tax | (41) | 4 |
| Total comprehensive income (loss), net of tax | 179 | 342 |
| Comprehensive (income) loss attributable to noncontrolling interests | (2) | (1) |
| Comprehensive income (loss) attributable to Celanese Corporation | 177 | 341 |

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

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**CELANESE CORPORATION AND SUBSIDIARIES**
**UNAUDITED CONSOLIDATED BALANCE SHEETS**

| | As of March 31, 2020 | As of December 31, 2019 |
|---|---|---|
| | (In $ millions, except share data) | |
| **ASSETS** | | |
| Current Assets | | |
| Cash and cash equivalents (variable interest entity restricted - 2020: $37; 2019: $57) | 570 | 463 |
| Trade receivables - third party and affiliates (net of allowance for doubtful accounts - 2020: $10; 2019: $9; variable interest entity restricted - 2020: $4; 2019: $6) | 853 | 850 |
| Non-trade receivables, net | 307 | 331 |
| Inventories | 1,036 | 1,038 |
| Marketable securities | 38 | 40 |
| Other assets | 51 | 43 |
| Total current assets | 2,855 | 2,765 |
| Investments in affiliates | 981 | 975 |
| Property, plant and equipment (net of accumulated depreciation - 2020: $3,001; 2019: $2,957; variable interest entity restricted - 2020: $619; 2019: $622) | 3,678 | 3,713 |
| Operating lease right-of-use assets | 201 | 203 |
| Deferred income taxes | 91 | 96 |
| Other assets (variable interest entity restricted - 2020: $17; 2019: $9) | 381 | 338 |
| Goodwill | 1,056 | 1,074 |
| Intangible assets (variable interest entity restricted - 2020: $22; 2019: $22) | 302 | 312 |
| Total assets | 9,545 | 9,476 |
| **LIABILITIES AND EQUITY** | | |
| Current Liabilities | | |
| Short-term borrowings and current installments of long-term debt - third party and affiliates | 749 | 496 |
| Trade payables - third party and affiliates | 724 | 780 |
| Other liabilities | 422 | 461 |
| Income taxes payable | 33 | 17 |
| Total current liabilities | 1,928 | 1,754 |
| Long-term debt, net of unamortized deferred financing costs | 3,356 | 3,409 |
| Deferred income taxes | 258 | 257 |
| Uncertain tax positions | 161 | 165 |
| Benefit obligations | 568 | 589 |
| Operating lease liabilities | 175 | 181 |
| Other liabilities | 263 | 223 |
| Commitments and Contingencies | | |
| Stockholders' Equity | | |
| Preferred stock, $0.01 par value, 100,000,000 shares authorized (2020 and 2019: 0 issued and outstanding) | — | — |
| Common stock, $0.0001 par value, 400,000,000 shares authorized (2020: 169,356,294 issued and 118,228,898 outstanding; 2019: 168,973,172 issued and 119,555,207 outstanding) | — | — |
| Treasury stock, at cost (2020: 51,127,396 shares; 2019: 49,417,965 shares) | (3,996) | (3,846) |
| Additional paid-in capital | 242 | 254 |
| Retained earnings | 6,543 | 6,399 |
| Accumulated other comprehensive income (loss), net | (341) | (300) |
| Total Celanese Corporation stockholders' equity | 2,448 | 2,507 |
| Noncontrolling interests | 388 | 391 |
| Total equity | 2,836 | 2,898 |
| Total liabilities and equity | 9,545 | 9,476 |

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

**CELANESE CORPORATION AND SUBSIDIARIES**
**UNAUDITED INTERIM CONSOLIDATED STATEMENTS OF EQUITY**

| | Three Months Ended March 31, | | | |
|---|---|---|---|---|
| | 2020 | | 2019 | |
| | Shares | Amount | Shares | Amount |
| | (In $ millions, except share data) | | | |
| Common Stock | | | | |
| Balance as of the beginning of the period | 119,555,207 | — | 128,095,849 | — |
| Stock option exercises | — | — | 9,937 | — |
| Purchases of treasury stock | (1,709,431) | — | (1,972,291) | — |
| Stock awards | 383,122 | — | 478,997 | — |
| Balance as of the end of the period | 118,228,898 | — | 126,612,492 | — |
| Treasury Stock | | | | |
| Balance as of the beginning of the period | 49,417,965 | (3,846) | 40,323,105 | (2,849) |
| Purchases of treasury stock, including related fees | 1,709,431 | (150) | 1,972,291 | (200) |
| Issuance of treasury stock under stock plans | — | — | (9,937) | 1 |
| Balance as of the end of the period | 51,127,396 | (3,996) | 42,285,459 | (3,048) |
| Additional Paid-In Capital | | | | |
| Balance as of the beginning of the period | | 254 | | 233 |
| Stock-based compensation, net of tax | | (12) | | (8) |
| Stock option exercises, net of tax | | — | | (1) |
| Balance as of the end of the period | | 242 | | 224 |
| Retained Earnings | | | | |
| Balance as of the beginning of the period | | 6,399 | | 5,847 |
| Net earnings (loss) attributable to Celanese Corporation | | 218 | | 337 |
| Common stock dividends | | (74) | | (70) |
| Balance as of the end of the period | | 6,543 | | 6,114 |
| Accumulated Other Comprehensive Income (Loss), Net | | | | |
| Balance as of the beginning of the period | | (300) | | (247) |
| Other comprehensive income (loss), net of tax | | (41) | | 4 |
| Balance as of the end of the period | | (341) | | (243) |
| Total Celanese Corporation stockholders' equity | | 2,448 | | 3,047 |
| Noncontrolling Interests | | | | |
| Balance as of the beginning of the period | | 391 | | 395 |
| Net earnings (loss) attributable to noncontrolling interests | | 2 | | 1 |
| Distributions to noncontrolling interests | | (5) | | (4) |
| Balance as of the end of the period | | 388 | | 392 |
| Total equity | | 2,836 | | 3,439 |

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

**CELANESE CORPORATION AND SUBSIDIARIES**
**UNAUDITED INTERIM CONSOLIDATED STATEMENTS OF CASH FLOWS**

| | Three Months Ended March 31, | |
|---|---|---|
| | 2020 | 2019 |
| | (In $ millions) | |
| Operating Activities | | |
| Net earnings (loss) | 220 | 338 |
| Adjustments to reconcile net earnings (loss) to net cash provided by (used in) operating activities | | |
| Asset impairments | 4 | — |
| Depreciation, amortization and accretion | 86 | 84 |
| Pension and postretirement net periodic benefit cost | (25) | (15) |
| Pension and postretirement contributions | (12) | (12) |
| Deferred income taxes, net | (7) | (5) |
| Stock-based compensation | 10 | 14 |
| Undistributed earnings in unconsolidated affiliates | (11) | 21 |
| Other, net | 4 | 6 |
| Operating cash provided by (used in) discontinued operations | 5 | — |
| Changes in operating assets and liabilities | | |
| Trade receivables - third party and affiliates, net | (11) | 6 |
| Inventories | (11) | 40 |
| Other assets | 42 | (23) |
| Trade payables - third party and affiliates | 1 | (81) |
| Other liabilities | (36) | (66) |
| Net cash provided by (used in) operating activities | 259 | 307 |
| Investing Activities | | |
| Capital expenditures on property, plant and equipment | (119) | (79) |
| Acquisitions, net of cash acquired | — | (91) |
| Other, net | (9) | (7) |
| Net cash provided by (used in) investing activities | (128) | (177) |
| Financing Activities | | |
| Net change in short-term borrowings with maturities of 3 months or less | (39) | 197 |
| Proceeds from short-term borrowings | 300 | — |
| Repayments of short-term borrowings | — | (12) |
| Repayments of long-term debt | (9) | (7) |
| Purchases of treasury stock, including related fees | (167) | (212) |
| Common stock dividends | (74) | (70) |
| Distributions to noncontrolling interests | (5) | (4) |
| Other, net | (22) | (22) |
| Net cash provided by (used in) financing activities | (16) | (130) |
| Exchange rate effects on cash and cash equivalents | (8) | 2 |
| Net increase (decrease) in cash and cash equivalents | 107 | 2 |
| Cash and cash equivalents as of beginning of period | 463 | 439 |
| Cash and cash equivalents as of end of period | 570 | 441 |

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

**CELANESE CORPORATION AND SUBSIDIARIES**
**NOTES TO THE UNAUDITED INTERIM CONSOLIDATED FINANCIAL STATEMENTS**

## 1. Description of the Company and Basis of Presentation

***Description of the Company***

Celanese Corporation and its subsidiaries (collectively, the "Company") is a global chemical and specialty materials company. The Company produces high performance engineered polymers that are used in a variety of high-value applications, as well as acetyl products, which are intermediate chemicals, for nearly all major industries. The Company also engineers and manufactures a wide variety of products essential to everyday living. The Company's broad product portfolio serves a diverse set of end-use applications including automotive, chemical additives, construction, consumer and industrial adhesives, consumer and medical, energy storage, filtration, food and beverage, paints and coatings, paper and packaging, performance industrial and textiles.

***Definitions***

In this Quarterly Report on Form 10-Q ("Quarterly Report"), the term "Celanese" refers to Celanese Corporation, a Delaware corporation, and not its subsidiaries. The term "Celanese US" refers to the Company's subsidiary, Celanese US Holdings LLC, a Delaware limited liability company, and not its subsidiaries.

***Basis of Presentation***

The unaudited interim consolidated financial statements for the three months ended March 31, 2020 and 2019 contained in this Quarterly Report were prepared in accordance with accounting principles generally accepted in the United States of America ("US GAAP") for all periods presented and include the accounts of the Company, its majority owned subsidiaries over which the Company exercises control and, when applicable, variable interest entities in which the Company is the primary beneficiary. The unaudited interim consolidated financial statements and other financial information included in this Quarterly Report, unless otherwise specified, have been presented to separately show the effects of discontinued operations.

In the opinion of management, the accompanying unaudited consolidated balance sheets and related unaudited interim consolidated statements of operations, comprehensive income (loss), cash flows and equity include all adjustments, consisting only of normal recurring items necessary for their fair presentation in conformity with US GAAP. Certain information and footnote disclosures normally included in financial statements prepared in accordance with US GAAP have been condensed or omitted in accordance with rules and regulations of the Securities and Exchange Commission ("SEC"). These unaudited interim consolidated financial statements should be read in conjunction with the Company's consolidated financial statements as of and for the year ended December 31, 2019, filed on February 6, 2020 with the SEC as part of the Company's Annual Report on Form 10-K.

Operating results for the three months ended March 31, 2020 are not necessarily indicative of the results to be expected for the entire year.

In the ordinary course of business, the Company enters into contracts and agreements relative to a number of topics, including acquisitions, dispositions, joint ventures, supply agreements, product sales and other arrangements. The Company endeavors to describe those contracts or agreements that are material to its business, results of operations or financial position. The Company may also describe some arrangements that are not material but in which the Company believes investors may have an interest or which may have been included in a Form 8-K filing. Investors should not assume the Company has described all contracts and agreements relative to the Company's business in this Quarterly Report.

For those consolidated ventures in which the Company owns or is exposed to less than 100% of the economics, the outside stockholders' interests are shown as noncontrolling interests.

***Estimates and Assumptions***

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

**2. Recent Accounting Pronouncements**

The following table provides a brief description of recent Accounting Standard Updates ("ASU") issued by the Financial Accounting Standards Board ("FASB"):

| Standard | Description | Effective Date | Effect on the Financial Statements or Other Significant Matters |
|---|---|---|---|
| In March 2020, the FASB issued ASU 2020-04, Facilitation of the Effects of Reference Rate Reform on Financial Reporting. | The new guidance provides optional expedients and exceptions for applying US GAAP to contracts, hedging relationships and other transactions affected by reference rate reform if certain criteria are met. The guidance applies only to contracts, hedging relationships and other transactions that reference LIBOR or another reference rate expected to be discontinued because of reference rate reform. | March 12, 2020 through December 31, 2022. | The Company is currently evaluating the impact of adoption on its financial statements and related disclosures. |
| In December 2019, the FASB issued ASU 2019-12, Simplifying the Accounting for Income Taxes. | The new guidance simplifies the accounting for income taxes by removing certain exceptions to the general principles in FASB Accounting Standards Codification ("ASC") Topic 740, Income Taxes ("Topic 740"). The guidance also clarifies and amends existing guidance under Topic 740. | January 1, 2021. Early adoption is permitted. | The Company has completed its assessment and will adopt the new guidance effective January 1, 2021. The adoption of the new guidance will not have a material impact to the Company. |

**3. Ventures and Variable Interest Entities**

***Consolidated Variable Interest Entities***

The Company has a joint venture, Fairway Methanol LLC ("Fairway"), with Mitsui & Co., Ltd., of Tokyo, Japan ("Mitsui"), in which the Company owns 50% of Fairway, for the production of methanol at the Company's integrated chemical plant in Clear Lake, Texas. The methanol unit utilizes natural gas in the US Gulf Coast region as a feedstock and benefits from the existing infrastructure at the Company's Clear Lake facility. Both Mitsui and the Company supply their own natural gas to Fairway in exchange for methanol tolling under a cost-plus off-take arrangement.

Fairway is a variable interest entity ("VIE") in which the Company is the primary beneficiary. Under the terms of the joint venture agreements, the Company provides site services and day-to-day operations for the methanol facility. In addition, the joint venture agreements provide that the Company indemnifies Mitsui for environmental obligations that exceed a specified threshold, as well as an equity option between the partners. Accordingly, the Company consolidates the venture and records a noncontrolling interest for the share of the venture owned by Mitsui. Fairway is included in the Company's Acetyl Chain segment.

The carrying amount of the assets and liabilities associated with Fairway included in the unaudited consolidated balance sheets are as follows:

| | As of March 31, 2020 | As of December 31, 2019 |
|---|---|---|
| | (In $ millions) | |
| Cash and cash equivalents | 37 | 57 |
| Trade receivables, net - third party and affiliates | 7 | 12 |
| Non-trade receivables, net | 2 | — |
| Property, plant and equipment (net of accumulated depreciation - 2020: $185; 2019: $174) | 619 | 622 |
| Other assets | 17 | 9 |
| Intangible assets (net of accumulated amortization - 2020: $4; 2019: $4) | 22 | 22 |
| Total assets[1] | 704 | 722 |
| | | |
| Trade payables | 8 | 24 |
| Other liabilities[2] | 9 | 5 |
| Total debt | 3 | 4 |
| Deferred income taxes | 4 | 4 |
| Total liabilities | 24 | 37 |

(1) Joint venture assets can only be used to settle the obligations of Fairway.

(2) Primarily represents amounts owed by Fairway to the Company for reimbursement of expenditures.

***Nonconsolidated Variable Interest Entities***

The Company holds variable interests in entities that supply certain raw materials and services to the Company. The variable interests primarily relate to cost-plus contractual arrangements with the suppliers and recovery of capital expenditures for certain plant assets plus a rate of return on such assets. Liabilities for such supplier recoveries of capital expenditures have been recorded as finance lease obligations. The entities are not consolidated because the Company is not the primary beneficiary of the entities as it does not have the power to direct the activities of the entities that most significantly impact the entities' economic performance. The Company's maximum exposure to loss as a result of its involvement with these VIEs as of March 31, 2020, relates primarily to the recovery of capital expenditures for certain property, plant and equipment.

The carrying amount of the assets and liabilities associated with the obligations to nonconsolidated VIEs, as well as the maximum exposure to loss relating to these nonconsolidated VIEs are as follows:

| | As of March 31, 2020 | As of December 31, 2019 |
|---|---|---|
| | (In $ millions) | |
| Property, plant and equipment, net | 28 | 31 |
| | | |
| Trade payables | 29 | 30 |
| Current installments of long-term debt | 16 | 16 |
| Long-term debt | 36 | 41 |
| Total liabilities | 81 | 87 |
| | | |
| Maximum exposure to loss | 104 | 113 |

The difference between the total liabilities associated with obligations to nonconsolidated VIEs and the maximum exposure to loss primarily represents take-or-pay obligations for services included in the Company's unconditional purchase obligations (Note 16).

**4. Inventories**

| | As of March 31, 2020 | As of December 31, 2019 |
|---|---|---|
| | (In $ millions) | |
| Finished goods | 720 | 718 |
| Work-in-process | 72 | 76 |
| Raw materials and supplies | 244 | 244 |
| Total | 1,036 | 1,038 |

**5. Goodwill and Intangible Assets, Net**

***Goodwill***

| | Engineered Materials | Acetate Tow | Acetyl Chain | Total |
|---|---|---|---|---|
| | (In $ millions) | | | |
| As of December 31, 2019 | 727 | 148 | 199 | 1,074 |
| Exchange rate changes | (13) | (1) | (4) | (18) |
| As of March 31, 2020[(1)] | 714 | 147 | 195 | 1,056 |

(1) There were $0 million of accumulated impairment losses as of March 31, 2020.

***Intangible Assets, Net***

Finite-lived intangible assets are as follows:

| | Licenses | Customer-Related Intangible Assets | Developed Technology | Covenants Not to Compete and Other | Total |
|---|---|---|---|---|---|
| | | | (In $ millions) | | |
| **Gross Asset Value** | | | | | |
| As of December 31, 2019 | 42 | 667 | 44 | 56 | 809 |
| Exchange rate changes | (1) | (12) | — | — | (13) |
| As of March 31, 2020 | 41 | 655 | 44 | 56 | 796 |
| **Accumulated Amortization** | | | | | |
| As of December 31, 2019 | (35) | (504) | (35) | (38) | (612) |
| Amortization | — | (4) | (1) | — | (5) |
| Exchange rate changes | 1 | 9 | — | — | 10 |
| As of March 31, 2020 | (34) | (499) | (36) | (38) | (607) |
| Net book value | 7 | 156 | 8 | 18 | 189 |

Indefinite-lived intangible assets are as follows:

| | Trademarks and Trade Names |
|---|---|
| | (In $ millions) |
| As of December 31, 2019 | 115 |
| Exchange rate changes | (2) |
| As of March 31, 2020 | 113 |

During the three months ended March 31, 2020, the Company did not renew or extend any intangible assets.

Estimated amortization expense for the succeeding five fiscal years is as follows:

| | (In $ millions) |
|---|---|
| 2021 | 20 |
| 2022 | 19 |
| 2023 | 17 |
| 2024 | 16 |
| 2025 | 16 |

**6. Current Other Liabilities**

| | As of March 31, 2020 | As of December 31, 2019 |
|---|---|---|
| | (In $ millions) | |
| Asset retirement obligations | 4 | 6 |
| Benefit obligations (Note 9) | 28 | 28 |
| Customer rebates | 35 | 63 |
| Derivatives (Note 14) | 8 | 8 |
| Environmental (Note 10) | 19 | 12 |
| Insurance | 5 | 6 |
| Interest | 25 | 29 |
| Legal (Note 16) | 94 | 105 |
| Operating leases | 29 | 29 |
| Restructuring (Note 12) | 13 | 13 |
| Salaries and benefits | 72 | 89 |
| Sales and use tax/foreign withholding tax payable | 58 | 35 |
| Other | 32 | 38 |
| Total | 422 | 461 |

**7. Noncurrent Other Liabilities**

| | As of March 31, 2020 | As of December 31, 2019 |
|---|---|---|
| | (In $ millions) | |
| Asset retirement obligations | 14 | 13 |
| Deferred proceeds | 42 | 43 |
| Deferred revenue (Note 18) | 6 | 6 |
| Derivatives (Note 14) | 94 | 50 |
| Environmental (Note 10) | 45 | 49 |
| Insurance | 36 | 34 |
| Other | 26 | 28 |
| Total | 263 | 223 |

**8. Debt**

| | As of March 31, 2020 | As of December 31, 2019 |
|---|---|---|
| | (In $ millions) | |
| **Short-Term Borrowings and Current Installments of Long-Term Debt - Third Party and Affiliates** | | |
| Current installments of long-term debt | 26 | 28 |
| Short-term borrowings, including amounts due to affiliates[1] | 361 | 81 |
| Revolving credit facility[2] | 247 | 272 |
| Accounts receivable securitization facility[3] | 115 | 115 |
| Total | 749 | 496 |

(1) The weighted average interest rate was 1.8% and 2.3% as of March 31, 2020 and December 31, 2019, respectively. During the three months ended March 31, 2020, the Company entered into an aggregate of $300 million in short-term, bilateral term loans.

(2) The weighted average interest rate was 1.3% and 1.6% as of March 31, 2020 and December 31, 2019, respectively.

(3) The weighted average interest rate was 2.3% and 2.4% as of March 31, 2020 and December 31, 2019, respectively.

| | As of March 31, 2020 | As of December 31, 2019 |
|---|---|---|
| | (In $ millions) | |
| **Long-Term Debt** | | |
| Senior unsecured notes due 2021, interest rate of 5.875% | 400 | 400 |
| Senior unsecured notes due 2022, interest rate of 4.625% | 500 | 500 |
| Senior unsecured notes due 2023, interest rate of 1.125% | 821 | 841 |
| Senior unsecured notes due 2024, interest rate of 3.500% | 499 | 499 |
| Senior unsecured notes due 2025, interest rate of 1.250% | 329 | 337 |
| Senior unsecured notes due 2027, interest rate of 2.125% | 544 | 558 |
| Pollution control and industrial revenue bonds due at various dates through 2030, interest rates ranging from 4.05% to 5.00% | 167 | 167 |
| Bank loans due at various dates through 2026[1] | 8 | 9 |
| Obligations under finance leases due at various dates through 2054 | 132 | 144 |
| Subtotal | 3,400 | 3,455 |
| Unamortized debt issuance costs[2] | (18) | (18) |
| Current installments of long-term debt | (26) | (28) |
| Total | 3,356 | 3,409 |

(1) The weighted average interest rate was 1.3% and 1.3% as of March 31, 2020 and December 31, 2019, respectively.

(2) Related to the Company's long-term debt, excluding obligations under finance leases.

***Senior Credit Facilities***

The Company has a senior credit agreement (the "Credit Agreement") consisting of a $1.25 billion senior unsecured revolving credit facility (with a letter of credit sublimit), maturing in 2024. The Credit Agreement is guaranteed by Celanese, Celanese US and substantially all of its domestic subsidiaries ("the Subsidiary Guarantors").

The Company's debt balances and amounts available for borrowing under its senior unsecured revolving credit facility are as follows:

| | As of March 31, 2020 |
|---|---|
| | (In $ millions) |
| **Revolving Credit Facility** | |
| Borrowings outstanding[1] | 247 |
| Letters of credit issued | — |
| Available for borrowing[2] | 1,003 |

(1) The Company borrowed $355 million and repaid $373 million under its senior unsecured revolving credit facility during the three months ended March 31, 2020.

(2) The margin for borrowings under the senior unsecured revolving credit facility was 1.25% above LIBOR or EURIBOR at current Company credit ratings.

***Senior Notes***

The Company has outstanding senior unsecured notes, issued in public offerings registered under the Securities Act of 1933 ("Securities Act"), as amended (collectively, the "Senior Notes"). The Senior Notes were issued by Celanese US and are guaranteed on a senior unsecured basis by Celanese and the Subsidiary Guarantors. Celanese US may redeem some or all of each of the Senior Notes, prior to their respective maturity dates, at a redemption price of 100% of the principal amount, plus a "make-whole" premium as specified in the applicable indenture, plus accrued and unpaid interest, if any, to the redemption date.

***Accounts Receivable Securitization Facility***

The Company has a US accounts receivable securitization facility involving receivables of certain of its domestic subsidiaries of the Company transferred to a wholly-owned, "bankruptcy remote" special purpose subsidiary of the Company ("SPE"). The securitization facility, which permits cash borrowings and letters of credit, expires in July 2020. All of the SPE's assets have been pledged to the administrative agent in support of the SPE's obligations under the facility.

The Company's debt balances and amounts available for borrowing under its securitization facility are as follows:

| | As of March 31, 2020 |
|---|---|
| | (In $ millions) |
| **Accounts Receivable Securitization Facility** | |
| Borrowings outstanding | 115 |
| Letters of credit issued | — |
| Available for borrowing | 5 |
| Total borrowing base | 120 |
| | |
| Maximum borrowing base[1] | 120 |

(1) Outstanding accounts receivable transferred to the SPE was $171 million.

***Other Financing Arrangements***

The Company has a factoring agreement with a global financial institution to sell certain accounts receivable on a non-recourse basis. These transactions are treated as a sale and are accounted for as a reduction in accounts receivable because the agreement transfers effective control over and risk related to the receivables to the buyer. The Company has no continuing involvement in the transferred receivables, other than collection and administrative responsibilities and, once sold, the accounts receivable are no longer available to satisfy creditors in the event of bankruptcy. The Company de-recognized $69 million and $257 million of accounts receivable under this factoring agreement as of March 31, 2020 and December 31, 2019, respectively.

***Covenants***

The Company's material financing arrangements contain customary covenants, including the maintenance of certain financial ratios, events of default and change of control provisions. Failure to comply with these covenants, or the occurrence of any other event of default, could result in acceleration of the borrowings and other financial obligations. The Company is in compliance with all of the covenants related to its debt agreements as of March 31, 2020.

**9. Benefit Obligations**

The components of net periodic benefit cost are as follows:

| | Three Months Ended March 31, | | | |
|---|---|---|---|---|
| | 2020 | | 2019 | |
| | Pension Benefits | Post-retirement Benefits | Pension Benefits | Post-retirement Benefits |
| | (In $ millions) | | | |
| Service cost | 3 | — | 2 | — |
| Interest cost | 21 | 1 | 29 | — |
| Expected return on plan assets | (50) | — | (46) | — |
| Total | (26) | 1 | (15) | — |

Benefit obligation funding is as follows:

| | As of March 31, 2020 | Total Expected 2020 |
|---|---|---|
| | (In $ millions) | |
| Cash contributions to defined benefit pension plans | 6 | 23 |
| Benefit payments to nonqualified pension plans | 5 | 20 |
| Benefit payments to other postretirement benefit plans | 1 | 5 |
| Cash contributions to German multiemployer defined benefit pension plans[1] | 2 | 8 |

(1) The Company makes contributions based on specified percentages of employee contributions.

The Company's estimates of its US defined benefit pension plan contributions reflect the provisions of the Pension Protection Act of 2006.

**10. Environmental**

The Company is subject to environmental laws and regulations worldwide that impose limitations on the discharge of pollutants into the air and water, establish standards for the treatment, storage and disposal of solid and hazardous wastes, and impose record keeping and notification requirements. Failure to timely comply with these laws and regulations may expose the Company to penalties. The Company believes that it is in substantial compliance with all applicable environmental laws and regulations and engages in an ongoing process of updating its controls to mitigate compliance risks. The Company is also subject to retained environmental obligations specified in various contractual agreements arising from the divestiture of certain businesses by the Company or one of its predecessor companies.

The components of environmental remediation liabilities are as follows:

| | As of March 31, 2020 | As of December 31, 2019 |
|---|---|---|
| | (In $ millions) | |
| Demerger obligations (Note 16) | 28 | 23 |
| Divestiture obligations (Note 16) | 11 | 12 |
| Active sites | 12 | 13 |
| US Superfund sites | 11 | 11 |
| Other environmental remediation liabilities | 2 | 2 |
| Total | 64 | 61 |

***Remediation***

Due to its industrial history and through retained contractual and legal obligations, the Company has the obligation to remediate specific areas on its own sites as well as on divested, demerger, orphan or US Superfund sites (as defined below). In addition, as part of the demerger agreement between the Company and Hoechst AG ("Hoechst"), a specified portion of the responsibility for environmental liabilities from a number of Hoechst divestitures was transferred to the Company (Note 16). Certain of these sites, at which the Company maintains continuing involvement, were and continue to be designated as discontinued operations when closed. The Company provides for such obligations when the event of loss is probable and reasonably estimable. The Company believes that environmental remediation costs will not have a material adverse effect on the financial position of the Company, but may have a material adverse effect on the results of operations or cash flows in any given period.

***US Superfund Sites***

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

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

One such site is the Diamond Alkali Superfund Site, which is comprised of a number of sub-sites, including the Lower Passaic River Study Area ("LPRSA"), which is the lower 17-mile stretch of the Passaic River ("Lower Passaic River Site"), and the Newark Bay Area. The Company and 70 other companies are parties to a May 2007 Administrative Order on Consent with the EPA to perform a Remedial Investigation/Feasibility Study ("RI/FS") at the Lower Passaic River Site in order to identify the levels of contaminants and potential cleanup actions, including the potential migration of contaminants between the Lower Passaic River Site and the Newark Bay Area. Work on the RI/FS is ongoing.

In March 2016, the EPA issued its final Record of Decision concerning the remediation of the lower 8.3 miles of the Lower Passaic River Site ("Lower 8.3 Miles"). Pursuant to the EPA's Record of Decision, the Lower 8.3 Miles must be dredged bank to bank and an engineered cap must be installed at an EPA estimated cost of approximately $1.4 billion. The Company owned and/or operated facilities in the vicinity of the Lower 8.3 Miles, but has found no evidence that it contributed any of the contaminants of concern to the Passaic River. On June 30, 2018, Occidental Chemical Corporation ("OCC"), the successor to the Diamond Alkali Company, sued a subsidiary of the Company and 119 other parties alleging claims for joint and several damages, contribution and declaratory relief under Section 107 and 113 of Superfund for costs to clean up the LPRSA portion of the Diamond Alkali Superfund Site, *Occidental Chemical Corporation v. 21st Century Fox America, Inc., et al,* No. 2:18-CV-11273-JLL-JAD (U.S. District Court New Jersey), alleging that each of the defendants owned or operated a facility that contributed contamination to the LPRSA. With respect to the Company, the OCC lawsuit is limited to the former Celanese facility that Essex County, New Jersey has agreed to indemnify the Company for and does not change the Company's estimated liability for LPRSA cleanup costs. The Company is vigorously defending these matters and currently believes that its ultimate allocable share of the cleanup costs with respect to the Lower Passaic River Site, estimated at less than 1%, will not be material to the Company's results of operations, cash flows or financial position.

**11. Stockholders' Equity**

***Common Stock***

The Company's Board of Directors follows a policy of declaring, subject to legally available funds, a quarterly cash dividend on each share of the Company's Common Stock, unless the Company's Board of Directors, in its sole discretion, determines otherwise. The amount available to the Company to pay cash dividends is not currently restricted by its existing senior credit facility and its indentures governing its senior unsecured notes. Any decision to declare and pay dividends in the future will be made at the discretion of the Company's Board of Directors and will depend on, among other things, the results of operations, cash requirements, financial condition, contractual restrictions and other factors that the Company's Board of Directors may deem relevant.

The Company's Board of Directors approved increases in the Company's Common Stock cash dividend rates as follows:

| | Increase | Quarterly Common Stock Cash Dividend | Annual Common Stock Cash Dividend | Effective Date |
|---|---|---|---|---|
| | (In percentages) | (In $ per share) | | |
| April 2019 | 15 | 0.62 | 2.48 | May 2019 |

The Company declared a quarterly cash dividend of $0.62 per share on its Common Stock on April 15, 2020, amounting to $73 million. The cash dividend will be paid on May 7, 2020 to holders of record as of April 27, 2020.

***Treasury Stock***

The Company's Board of Directors authorizes repurchases of Common Stock from time to time. These authorizations give management discretion in determining the timing and conditions under which shares may be repurchased. This repurchase program does not have an expiration date.

| | Three Months Ended March 31, | | Total From February 2008 Through March 31, 2020 |
|---|---|---|---|
| | 2020 | 2019 | |
| Shares repurchased | 1,709,431 | 1,972,291 | 58,588,409 |
| Average purchase price per share | $ 87.87 | $ 101.41 | $ 73.44 |
| Shares repurchased (in $ millions) | $ 150 | $ 200 | $ 4,303 |
| Aggregate Board of Directors repurchase authorizations during the period (in $ millions) | $ — | $ — | $ 5,366 |

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

***Other Comprehensive Income (Loss), Net***

| | Three Months Ended March 31, | | | | | |
|---|---|---|---|---|---|---|
| | 2020 | | | 2019 | | |
| | Gross Amount | Income Tax (Provision) Benefit | Net Amount | Gross Amount | Income Tax (Provision) Benefit | Net Amount |
| | (In $ millions) | | | | | |
| Foreign currency translation gain (loss) | 10 | (12) | (2) | 13 | (6) | 7 |
| Gain (loss) on cash flow hedges | (51) | 12 | (39) | (3) | — | (3) |
| Total | (41) | — | (41) | 10 | (6) | 4 |

Adjustments to Accumulated other comprehensive income (loss), net, are as follows:

| | Foreign Currency Translation Gain (Loss) | Gain (Loss) on Cash Flow Hedges (Note 14) | Pension and Postretirement Benefits Gain (Loss) (Note 9) | Accumulated Other Comprehensive Income (Loss), Net |
|---|---|---|---|---|
| | (In $ millions) | | | |
| As of December 31, 2019 | (252) | (38) | (10) | (300) |
| Other comprehensive income (loss) before reclassifications | 10 | (51) | — | (41) |
| Income tax (provision) benefit | (12) | 12 | — | — |
| As of March 31, 2020 | (254) | (77) | (10) | (341) |

**12. Other (Charges) Gains, Net**

| | Three Months Ended March 31, | |
|---|---|---|
| | 2020 | 2019 |
| | (In $ millions) | |
| Restructuring | (6) | 1 |
| Asset impairments | (4) | — |
| Plant/office closures | (1) | (1) |
| Commercial disputes | 5 | 4 |
| Total | (6) | 4 |

During the three months ended March 31, 2020, the Company recorded $6 million of employee termination benefits primarily related to Company-wide business optimization projects.

During the three months ended March 31, 2020, the Company recorded a $4 million long-lived asset impairment loss related to the closure of its manufacturing operations in Lebanon, Tennessee. The long-lived asset impairment loss was measured at the date of impairment to write-down the related property, plant and equipment and was included in the Company's Engineered Materials segment.

During the three months ended March 31, 2020, the Company recorded a $5 million gain within commercial disputes related to the receipt of a settlement claim from a previous acquisition that was included within the Company's Engineered Materials segment. During the three months ended March 31, 2019, the Company recorded a $15 million gain within commercial disputes related to a settlement from a previous acquisition that was included within the Company's Engineered Materials segment. The Company also recorded an $11 million loss within commercial disputes related to a settlement with a former third-party customer, which was included within the Company's Other Activities segment.

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

| | Engineered Materials | Acetate Tow | Acetyl Chain | Other | Total |
|---|---|---|---|---|---|
| | | | (In $ millions) | | |
| **Employee Termination Benefits** | | | | | |
| As of December 31, 2019 | 5 | 3 | — | 5 | 13 |
| Additions | 1 | — | — | 5 | 6 |
| Cash payments | (2) | (2) | — | (2) | (6) |
| As of March 31, 2020 | 4 | 1 | — | 8 | 13 |

**13. Income Taxes**

| | Three Months Ended March 31, | |
|---|---|---|
| | 2020 | 2019 |
| | (In percentages) | |
| Effective income tax rate | 22 | 12 |

The higher effective income tax rate for the three months ended March 31, 2020 compared to the same period in 2019 was primarily due to the impact of functional currency differences in offshore jurisdictions and changes in the jurisdictional mix of earnings.

Due to the Tax Cuts and Jobs Act ("TCJA") and uncertainty as to future foreign source income, the Company previously recorded a valuation allowance on a substantial portion of its foreign tax credits. The Company is currently evaluating tax planning strategies that would allow utilization of the Company's foreign tax credit carryforwards. Implementation of these strategies in future periods could reduce the level of valuation allowance that is needed, thereby decreasing the Company's effective tax rate.

The US Treasury issued additional final and proposed guidance supplementing the TCJA provisions in 2019, which the Company does not expect to have a material impact on current or future income tax expense. As a result, the Company will continue to monitor its expected impacts on the Company's filing positions and will record the impacts as discrete income tax expense adjustments in the period that the guidance is finalized.

In response to the global pandemic related to the outbreak of a novel coronavirus ("COVID-19"), various global taxing authorities passed or are considering relief initiatives to aid tax payers from an effective tax rate or cash flow perspective. For example, on March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") was enacted in the US in response to the global pandemic. The CARES Act provides numerous tax provisions and other stimulus measures, including temporary changes regarding the prior and future utilization of net operating losses, temporary changes to the prior and future limitations on interest deductions, temporary suspension of certain payment requirements for the employer portion of social security taxes, technical corrections from prior tax legislation for tax depreciation of certain qualified improvement property and the creation of certain refundable employee retention credits. The Company does not currently expect the CARES Act to have a material impact on its tax expense. In Germany, taxpayers are allowed to apply for a deferral of corporate income tax payments for 2020. The Company will continue to monitor global legislative and regulatory developments related to COVID-19 and will record the associated tax impacts as discrete events in the periods that guidance is finalized or the Company is able to estimate an impact.

The Company's 2013 through 2015 tax years are under joint examination by the US, German and Dutch taxing authorities. The examinations are in the preliminary data gathering phase.

**14. Derivative Financial Instruments**

**Derivatives Designated As Hedges**

***Net Investment Hedges***

The total notional amount of foreign currency denominated debt and cross-currency swaps designated as net investment hedges are as follows:

| | As of March 31, 2020 | As of December 31, 2019 |
|---|---|---|
| | (In € millions) | |
| Total | 1,578 | 1,578 |

***Cash Flow Hedges***

The total notional amount of the forward-starting interest rate swap designated as a cash flow hedge is as follows:

| | As of March 31, 2020 | As of December 31, 2019 |
|---|---|---|
| | (In $ millions) | |
| Total | 400 | 400 |

**Derivatives Not Designated As Hedges**

***Foreign Currency Forwards and Swaps***

Gross notional values of the foreign currency forwards and swaps not designated as hedges are as follows:

| | As of March 31, 2020 | As of December 31, 2019 |
|---|---|---|
| | (In $ millions) | |
| Total | 575 | 692 |

Information regarding changes in the fair value of the Company's derivative and non-derivative instruments is as follows:

| | Gain (Loss) Recognized in Other Comprehensive Income (Loss) | | Gain (Loss) Recognized in Earnings (Loss) | | |
|---|---|---|---|---|---|
| | Three Months Ended March 31, | | | | |
| | 2020 | 2019 | 2020 | 2019 | Statement of Operations Classification |
| | (In $ millions) | | | | |
| **Designated as Cash Flow Hedges** | | | | | |
| Commodity swaps | — | 10 | — | 2 | Cost of sales |
| Interest rate swaps | (51) | (11) | — | — | Interest expense |
| Total | (51) | (1) | — | 2 | |
| | | | | | |
| **Designated as Net Investment Hedges** | | | | | |
| Foreign currency denominated debt (Note 8) | 37 | 39 | — | — | N/A |
| Cross-currency swaps | 30 | — | — | — | N/A |
| Total | 67 | 39 | — | — | |
| | | | | | |
| **Not Designated as Hedges** | | | | | |
| Foreign currency forwards and swaps | — | — | 19 | (3) | Foreign exchange gain (loss), net; Other income (expense), net |
| Total | — | — | 19 | (3) | |

See Note 15 for additional information regarding the fair value of the Company's derivative instruments.

Certain of the Company's commodity swaps, interest rate swaps, cross-currency swaps and foreign currency forwards and swaps permit the Company to net settle all contracts with the counterparty through a single payment in an agreed upon currency in the event of default or early termination of the contract, similar to a master netting arrangement.

Information regarding the gross amounts of the Company's derivative instruments and the amounts offset in the unaudited consolidated balance sheets is as follows:

| | As of March 31, 2020 | As of December 31, 2019 |
|---|---|---|
| | (In $ millions) | |
| **Derivative Assets** | | |
| Gross amount recognized | 55 | 16 |
| Gross amount offset in the consolidated balance sheets | 8 | 1 |
| Net amount presented in the consolidated balance sheets | 47 | 15 |
| Gross amount not offset in the consolidated balance sheets | 2 | 8 |
| Net amount | 45 | 7 |

| | As of March 31, 2020 | As of December 31, 2019 |
|---|---|---|
| | (In $ millions) | |
| **Derivative Liabilities** | | |
| Gross amount recognized | 110 | 59 |
| Gross amount offset in the consolidated balance sheets | 8 | 1 |
| Net amount presented in the consolidated balance sheets | 102 | 58 |
| Gross amount not offset in the consolidated balance sheets | 2 | 8 |
| Net amount | 100 | 50 |

**15. Fair Value Measurements**

The Company's financial assets and liabilities are measured at fair value on a recurring basis as follows:

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

| | Fair Value Measurement | | | |
|---|---|---|---|---|
| | Quoted Prices in Active Markets for Identical Assets (Level 1) | Significant Other Observable Inputs (Level 2) | Total | Balance Sheet Classification |
| | | (In $ millions) | | |
| **As of March 31, 2020** | | | | |
| **Designated as Net Investment Hedges** | | | | |
| Cross-currency swaps | — | 14 | 14 | Current Other assets |
| Cross-currency swaps | — | 26 | 26 | Noncurrent Other assets |
| **Derivatives Not Designated as Hedges** | | | | |
| Foreign currency forwards and swaps | — | 7 | 7 | Current Other assets |
| Total assets | — | 47 | 47 | |
| **Derivatives Designated as Cash Flow Hedges** | | | | |
| Interest rate swaps | — | (91) | (91) | Noncurrent Other liabilities |
| Commodity swaps | — | (4) | (4) | Current Other liabilities |
| Commodity swaps | — | (3) | (3) | Noncurrent Other liabilities |
| **Derivatives Designated as Net Investment Hedges** | | | | |
| Cross-currency swaps | — | (2) | (2) | Current Other liabilities |
| **Derivatives Not Designated as Hedges** | | | | |
| Foreign currency forwards and swaps | — | (2) | (2) | Current Other liabilities |
| Total liabilities | — | (102) | (102) | |

| | Fair Value Measurement | | | |
|---|---|---|---|---|
| | Quoted Prices in Active Markets for Identical Assets (Level 1) | Significant Other Observable Inputs (Level 2) | Total | Balance Sheet Classification |
| | | (In $ millions) | | |
| **As of December 31, 2019** | | | | |
| **Derivatives Designated as Net Investment Hedges** | | | | |
| Cross-currency swaps | — | 13 | 13 | Current Other assets |
| **Derivatives Not Designated as Hedges** | | | | |
| Foreign currency forwards and swaps | — | 2 | 2 | Current Other assets |
| Total assets | — | 15 | 15 | |
| **Derivatives Designated as Cash Flow Hedges** | | | | |
| Interest rate swaps | — | (40) | (40) | Noncurrent Other liabilities |
| Commodity swaps | — | (4) | (4) | Current Other liabilities |
| Commodity swaps | — | (3) | (3) | Noncurrent Other liabilities |
| **Derivatives Designated as Net Investment Hedges** | | | | |
| Cross-currency swaps | — | (1) | (1) | Current Other liabilities |
| Cross-currency swaps | — | (7) | (7) | Noncurrent Other liabilities |
| **Derivatives Not Designated as Hedges** | | | | |
| Foreign currency forwards and swaps | — | (3) | (3) | Current Other liabilities |
| Total liabilities | — | (58) | (58) | |

Carrying values and fair values of financial instruments that are not carried at fair value are as follows:

| | | Fair Value Measurement | | |
|---|---|---|---|---|
| | Carrying Amount | Significant Other Observable Inputs (Level 2) | Unobservable Inputs (Level 3) | Total |
| | | (In $ millions) | | |
| **As of March 31, 2020** | | | | |
| Equity investments without readily determinable fair values | 170 | — | — | — |
| Insurance contracts in nonqualified trusts | 36 | 36 | — | 36 |
| Long-term debt, including current installments of long-term debt | 3,400 | 3,180 | 132 | 3,312 |
| **As of December 31, 2019** | | | | |
| Equity investments without readily determinable fair values | 170 | — | — | — |
| Insurance contracts in nonqualified trusts | 35 | 35 | — | 35 |
| Long-term debt, including current installments of long-term debt | 3,455 | 3,456 | 144 | 3,600 |

In general, the equity investments included in the table above are not publicly traded and their fair values are not readily determinable. The Company believes the carrying values approximate fair value. Insurance contracts in nonqualified trusts consist of long-term fixed income securities, which are valued using independent vendor pricing models with observable inputs in the active market and therefore represent a Level 2 fair value measurement. The fair value of long-term debt is based on valuations from third-party banks and market quotations and is classified as Level 2 in the fair value measurement hierarchy. The fair value of obligations under finance leases, which are included in long-term debt, is based on lease payments and discount rates, which are not observable in the market and therefore represents a Level 3 fair value measurement.

As of March 31, 2020, and December 31, 2019, the fair values of cash and cash equivalents, receivables, marketable securities, trade payables, short-term borrowings and the current installments of long-term debt approximate carrying values due to the short-term nature of these instruments. These items have been excluded from the table with the exception of the current installments of long-term debt.

**16. Commitments and Contingencies**

**Commitments**

***Guarantees***

The Company has agreed to guarantee or indemnify third parties for environmental and other liabilities pursuant to a variety of agreements, including asset and business divestiture agreements, leases, settlement agreements and various agreements with affiliated companies. Although many of these obligations contain monetary and/or time limitations, others do not provide such limitations. The Company has accrued for all probable and reasonably estimable losses associated with all known matters or claims. These known obligations include the following:

- ***Demerger Obligations***

In connection with the Hoechst demerger, the Company agreed to indemnify Hoechst, and its legal successors, for various liabilities under the demerger agreement, including for environmental liabilities associated with contamination arising either from environmental damage in general ("Category A") or under 19 divestiture agreements entered into by Hoechst prior to the demerger ("Category B") (Note 10).

The Company's obligation to indemnify Hoechst, and its legal successors, is capped under Category B at €250 million. If and to the extent the environmental damage should exceed €750 million in aggregate, the Company's obligation to indemnify Hoechst and its legal successors applies, but is then limited to 33.33% of the remediation cost without further limitations. Cumulative payments under the divestiture agreements as of March 31, 2020 are $93 million. Though the Company is significantly under its obligation cap under Category B, most of the divestiture agreements have become time barred and/or any notified environmental damage claims have been partially settled.

The Company has also undertaken in the demerger agreement to indemnify Hoechst and its legal successors for (i) 33.33% of any and all Category A liabilities that result from Hoechst being held as the responsible party pursuant to public law or current or future environmental law or by third parties pursuant to private or public law related to contamination and (ii) liabilities that Hoechst is required to discharge, including tax liabilities, which are associated with businesses that were included in the demerger but were not demerged due to legal restrictions on the transfers of such items. These indemnities do not provide for any monetary or time limitations. The Company has not been requested by Hoechst to make any payments in connection with this indemnification. Accordingly, the Company has not made any payments to Hoechst and its legal successors.

Based on the Company's evaluation of currently available information, including the lack of requests for indemnification, the Company cannot estimate the remaining demerger obligations, if any, in excess of amounts accrued.

- ***Divestiture Obligations***

The Company and its predecessor companies agreed to indemnify third-party purchasers of former businesses and assets for various pre-closing conditions, as well as for breaches of representations, warranties and covenants. Such liabilities also include environmental liability, product liability, antitrust and other liabilities. These indemnifications and guarantees represent standard contractual terms associated with typical divestiture agreements and, other than environmental liabilities, the Company does not believe that they expose the Company to significant risk (Note 10).

The Company has divested numerous businesses, investments and facilities through agreements containing indemnifications or guarantees to the purchasers. Many of the obligations contain monetary and/or time limitations, which extend through 2037. The aggregate amount of outstanding indemnifications and guarantees provided for under these agreements is $116 million as of March 31, 2020. Other agreements do not provide for any monetary or time limitations.

Based on the Company's evaluation of currently available information, including the number of requests for indemnification or other payment received by the Company, the Company cannot estimate the remaining divestiture obligations, if any, in excess of amounts accrued.

***Purchase Obligations***

In the normal course of business, the Company enters into various purchase commitments for goods and services. The Company maintains a number of "take-or-pay" contracts for purchases of raw materials, utilities and other services. Certain of the contracts contain a contract termination buy-out provision that allows for the Company to exit the contracts for amounts less than the remaining take-or-pay obligations. Additionally, the Company has other outstanding commitments representing maintenance and service agreements, energy and utility agreements, consulting contracts and software agreements. As of March 31, 2020, the Company had unconditional purchase obligations of $1.1 billion, which extend through 2036.

**Contingencies**

The Company is involved in legal and regulatory proceedings, lawsuits, claims and investigations incidental to the normal conduct of business, relating to such matters as product liability, land disputes, insurance coverage disputes, contracts, employment, antitrust or competition compliance, intellectual property, personal injury and other actions in tort, workers' compensation, chemical exposure, asbestos exposure, taxes, trade compliance, acquisitions and divestitures, claims of current and legacy stockholders, past waste disposal practices and release of chemicals into the environment. The Company is actively defending those matters where the Company is named as a defendant and, based on the current facts, does not believe the outcomes from these matters would be material to the Company's results of operations, cash flows or financial position.

***European Commission Investigation***

In May 2017, the Company learned that the European Commission opened a competition law investigation involving certain subsidiaries of the Company with respect to certain past ethylene purchases. Based on information learned from the European Commission regarding its investigation, Celanese recorded a reserve of $89 million in 2019. The Company is continuing to cooperate with the European Commission.

**17. Segment Information**

| | Engineered Materials | Acetate Tow | Acetyl Chain | Other Activities | Eliminations | | Consolidated | |
|---|---|---|---|---|---|---|---|---|
| | (In $ millions) | | | | | | | |
| | Three Months Ended March 31, 2020 | | | | | | | |
| Net sales | 563 | 129 | 799 | — | (31) | (1) | 1,460 | |
| Other (charges) gains, net (Note 12) | — | (1) | — | (5) | — | | (6) | |
| Operating profit (loss) | 102 | 27 | 135 | (70) | — | | 194 | |
| Equity in net earnings (loss) of affiliates | 53 | — | 1 | 3 | — | | 57 | |
| Depreciation and amortization | 34 | 8 | 39 | 4 | — | | 85 | |
| Capital expenditures | 24 | 10 | 43 | 9 | — | | 86 | (2) |
| | As of March 31, 2020 | | | | | | | |
| Goodwill and intangible assets, net | 977 | 152 | 229 | — | — | | 1,358 | |
| Total assets | 4,112 | 947 | 3,457 | 1,029 | — | | 9,545 | |
| | Three Months Ended March 31, 2019 | | | | | | | |
| Net sales | 663 | 166 | 889 | — | (31) | (1) | 1,687 | |
| Other (charges) gains, net (Note 12) | 15 | — | — | (11) | — | | 4 | |
| Operating profit (loss) | 144 | 40 | 202 | (66) | — | | 320 | |
| Equity in net earnings (loss) of affiliates | 46 | — | 1 | 3 | — | | 50 | |
| Depreciation and amortization | 32 | 10 | 38 | 3 | — | | 83 | |
| Capital expenditures | 16 | 8 | 26 | 4 | — | | 54 | (2) |
| | As of December 31, 2019 | | | | | | | |
| Goodwill and intangible assets, net | 999 | 153 | 234 | — | — | | 1,386 | |
| Total assets | 4,125 | 977 | 3,489 | 885 | — | | 9,476 | |

(1) Includes intersegment sales primarily related to the Acetyl Chain.

(2) Includes a decrease in accrued capital expenditures of $33 million and $25 million for the three months ended March 31, 2020 and 2019, respectively.

**18. Revenue Recognition**

The Company has certain contracts that represent take-or-pay revenue arrangements in which the Company's performance obligations extend over multiple years. As of March 31, 2020, the Company had $662 million of remaining performance obligations related to take-or-pay contracts. The Company expects to recognize approximately $156 million of its remaining performance obligations as Net sales in 2020, $185 million in 2021, $115 million in 2022 and the balance thereafter.

**Contract Balances**

Contract liabilities primarily relate to advances or deposits received from the Company's customers before revenue is recognized. These amounts are recorded as deferred revenue and are included in Noncurrent Other liabilities in the unaudited consolidated balance sheets (Note 7).

The Company does not have any material contract assets as of March 31, 2020.

**Disaggregated Revenue**

In general, the Company's business segmentation is aligned according to the nature and economic characteristics of its products and customer relationships and provides meaningful disaggregation of each business segment's results of operations.

The Company manages its Engineered Materials business segment through its project management pipeline, which is comprised of a broad range of projects which are solutions-based and are tailored to each customers' unique needs. Projects are identified and selected based on success rate and may involve a number of different polymers per project for use in multiple end-use applications. Therefore, the Company is agnostic toward products and end-use markets for the Engineered Materials business segment.

Within the Acetate Tow business segment, the Company's primary product is acetate tow, which is managed through contracts with a few major tobacco companies and accounts for a significant amount of filters used in cigarette production worldwide.

The Company manages its Acetyl Chain business segment by leveraging its ability to sell chemicals externally to end-use markets or downstream to its emulsion polymers business. Decisions to sell externally and geographically or downstream and along the Acetyl Chain are based on market demand, trade flows and maximizing the value of its chemicals. Therefore, the Company's strategic focus is on executing within this integrated chain model and less on driving product-specific revenue.

Further disaggregation of Net sales by business segment and geographic destination is as follows:

| | Three Months Ended March 31, | |
|---|---|---|
| | 2020 | 2019 |
| | (In $ millions) | |
| **Engineered Materials** | | |
| North America | 162 | 196 |
| Europe and Africa | 260 | 302 |
| Asia-Pacific | 123 | 148 |
| South America | 18 | 17 |
| Total | 563 | 663 |
| | | |
| **Acetate Tow** | | |
| North America | 21 | 34 |
| Europe and Africa | 71 | 63 |
| Asia-Pacific | 32 | 60 |
| South America | 5 | 9 |
| Total | 129 | 166 |
| | | |
| **Acetyl Chain** | | |
| North America | 274 | 286 |
| Europe and Africa | 266 | 294 |
| Asia-Pacific | 207 | 256 |
| South America | 21 | 22 |
| Total[(1)] | 768 | 858 |

(1) Excludes intersegment sales of $31 million and $31 million for the three months ended March 31, 2020 and 2019, respectively.

**19. Earnings (Loss) Per Share**

| | Three Months Ended March 31, | |
|---|---|---|
| | 2020 | 2019 |
| | (In $ millions, except share data) | |
| **Amounts attributable to Celanese Corporation** | | |
| Earnings (loss) from continuing operations | 225 | 338 |
| Earnings (loss) from discontinued operations | (7) | (1) |
| Net earnings (loss) | 218 | 337 |
| | | |
| Weighted average shares - basic | 119,251,689 | 127,542,328 |
| Incremental shares attributable to equity awards[(1)] | 648,155 | 673,372 |
| Weighted average shares - diluted | 119,899,844 | 128,215,700 |

(1) Excludes 63,384 and 0 equity awards shares for the three months ended March 31, 2020 and 2019, respectively, as their effect would have been antidilutive.

**20. Consolidating Guarantor Financial Information**

The Senior Notes were issued by Celanese US ("Issuer") and are guaranteed by Celanese Corporation ("Parent Guarantor") and the Subsidiary Guarantors (Note 8). The Issuer and Subsidiary Guarantors are 100% owned subsidiaries of the Parent Guarantor. The Parent Guarantor and Subsidiary Guarantors have guaranteed the Notes fully and unconditionally and jointly and severally.

For cash management purposes, the Company transfers cash between the Parent Guarantor, Issuer, Subsidiary Guarantors and non-guarantors through intercompany financing arrangements, contributions or declaration of dividends between the respective parent and its subsidiaries. The transfer of cash under these activities facilitates the ability of the recipient to make specified third-party payments for principal and interest on the Company's outstanding debt, Common Stock dividends and Common Stock repurchases. The unaudited interim consolidating statements of cash flows for the three months ended March 31, 2020 and 2019 present such intercompany financing activities, contributions and dividends consistent with how such activity would be presented in a stand-alone statement of cash flows.

The Company has not presented separate financial information and other disclosures for each of its Subsidiary Guarantors because it believes such financial information and other disclosures would not provide investors with any additional information that would be material in evaluating the sufficiency of the guarantees.

The unaudited interim consolidating financial statements for the Parent Guarantor, the Issuer, the Subsidiary Guarantors and the non-guarantors are as follows:

**CELANESE CORPORATION AND SUBSIDIARIES**
**UNAUDITED INTERIM CONSOLIDATING STATEMENT OF OPERATIONS**

| | Three Months Ended March 31, 2020 | | | | | |
|---|---|---|---|---|---|---|
| | Parent Guarantor | Issuer | Subsidiary Guarantors | Non-Guarantors | Eliminations | Consolidated |
| | (In $ millions) | | | | | |
| Net sales | — | — | 560 | 1,203 | (303) | 1,460 |
| Cost of sales | — | — | (460) | (946) | 294 | (1,112) |
| Gross profit | — | — | 100 | 257 | (9) | 348 |
| Selling, general and administrative expenses | — | — | (54) | (71) | — | (125) |
| Amortization of intangible assets | — | — | (2) | (3) | — | (5) |
| Research and development expenses | — | — | (7) | (10) | — | (17) |
| Other (charges) gains, net | — | — | (8) | 2 | — | (6) |
| Foreign exchange gain (loss), net | — | — | (1) | — | — | (1) |
| Gain (loss) on disposition of businesses and assets, net | — | — | (2) | 2 | — | — |
| Operating profit (loss) | — | — | 26 | 177 | (9) | 194 |
| Equity in net earnings (loss) of affiliates | 226 | 222 | 188 | 51 | (630) | 57 |
| Non-operating pension and other postretirement employee benefit (expense) income | — | — | 25 | 3 | — | 28 |
| Interest expense | (8) | (9) | (30) | (5) | 24 | (28) |
| Interest income | — | 13 | 10 | 4 | (25) | 2 |
| Dividend income - equity investments | — | — | — | 36 | 1 | 37 |
| Other income (expense), net | — | 8 | 1 | (7) | — | 2 |
| Earnings (loss) from continuing operations before tax | 218 | 234 | 220 | 259 | (639) | 292 |
| Income tax (provision) benefit | — | (8) | 5 | (63) | 1 | (65) |
| Earnings (loss) from continuing operations | 218 | 226 | 225 | 196 | (638) | 227 |
| Earnings (loss) from operation of discontinued operations | — | — | — | (7) | — | (7) |
| Income tax (provision) benefit from discontinued operations | — | — | — | — | — | — |
| Earnings (loss) from discontinued operations | — | — | — | (7) | — | (7) |
| Net earnings (loss) | 218 | 226 | 225 | 189 | (638) | 220 |
| Net (earnings) loss attributable to noncontrolling interests | — | — | — | (2) | — | (2) |
| Net earnings (loss) attributable to Celanese Corporation | 218 | 226 | 225 | 187 | (638) | 218 |

**CELANESE CORPORATION AND SUBSIDIARIES**
**UNAUDITED INTERIM CONSOLIDATING STATEMENT OF OPERATIONS**

| | Three Months Ended March 31, 2019 | | | | | |
|---|---|---|---|---|---|---|
| | Parent Guarantor | Issuer | Subsidiary Guarantors | Non-Guarantors | Eliminations | Consolidated |
| | (In $ millions) | | | | | |
| Net sales | — | — | 624 | 1,373 | (310) | 1,687 |
| Cost of sales | — | — | (458) | (1,077) | 301 | (1,234) |
| Gross profit | — | — | 166 | 296 | (9) | 453 |
| Selling, general and administrative expenses | — | — | (40) | (80) | — | (120) |
| Amortization of intangible assets | — | — | (2) | (4) | — | (6) |
| Research and development expenses | — | — | (6) | (10) | — | (16) |
| Other (charges) gains, net | — | — | — | 4 | — | 4 |
| Foreign exchange gain (loss), net | — | — | — | 5 | — | 5 |
| Gain (loss) on disposition of businesses and assets, net | — | — | (2) | 2 | — | — |
| Operating profit (loss) | — | — | 116 | 213 | (9) | 320 |
| Equity in net earnings (loss) of affiliates | 337 | 337 | 217 | 43 | (884) | 50 |
| Non-operating pension and other postretirement employee benefit (expense) income | — | — | 15 | 2 | — | 17 |
| Interest expense | — | (10) | (31) | (7) | 17 | (31) |
| Interest income | — | 13 | 2 | 3 | (17) | 1 |
| Dividend income - equity investments | — | — | — | 32 | — | 32 |
| Other income (expense), net | — | 1 | — | (5) | — | (4) |
| Earnings (loss) from continuing operations before tax | 337 | 341 | 319 | 281 | (893) | 385 |
| Income tax (provision) benefit | — | (4) | (7) | (36) | 1 | (46) |
| Earnings (loss) from continuing operations | 337 | 337 | 312 | 245 | (892) | 339 |
| Earnings (loss) from operation of discontinued operations | — | — | (1) | — | — | (1) |
| Income tax (provision) benefit from discontinued operations | — | — | — | — | — | — |
| Earnings (loss) from discontinued operations | — | — | (1) | — | — | (1) |
| Net earnings (loss) | 337 | 337 | 311 | 245 | (892) | 338 |
| Net (earnings) loss attributable to noncontrolling interests | — | — | — | (1) | — | (1) |
| Net earnings (loss) attributable to Celanese Corporation | 337 | 337 | 311 | 244 | (892) | 337 |

**CELANESE CORPORATION AND SUBSIDIARIES**
**UNAUDITED INTERIM CONSOLIDATING STATEMENTS OF COMPREHENSIVE INCOME (LOSS)**

| | Three Months Ended March 31, 2020 | | | | | |
|---|---|---|---|---|---|---|
| | Parent Guarantor | Issuer | Subsidiary Guarantors | Non-Guarantors | Eliminations | Consolidated |
| | (In $ millions) | | | | | |
| Net earnings (loss) | 218 | 226 | 225 | 189 | (638) | 220 |
| Other comprehensive income (loss), net of tax | | | | | | |
| Foreign currency translation gain (loss) | (2) | (2) | (44) | (54) | 100 | (2) |
| Gain (loss) on cash flow hedges | (39) | (39) | (1) | — | 40 | (39) |
| Total other comprehensive income (loss), net of tax | (41) | (41) | (45) | (54) | 140 | (41) |
| Total comprehensive income (loss), net of tax | 177 | 185 | 180 | 135 | (498) | 179 |
| Comprehensive (income) loss attributable to noncontrolling interests | — | — | — | (2) | — | (2) |
| Comprehensive income (loss) attributable to Celanese Corporation | 177 | 185 | 180 | 133 | (498) | 177 |

| | Three Months Ended March 31, 2019 | | | | | |
|---|---|---|---|---|---|---|
| | Parent Guarantor | Issuer | Subsidiary Guarantors | Non-Guarantors | Eliminations | Consolidated |
| | (In $ millions) | | | | | |
| Net earnings (loss) | 337 | 337 | 311 | 245 | (892) | 338 |
| Other comprehensive income (loss), net of tax | | | | | | |
| Foreign currency translation gain (loss) | 7 | 7 | (18) | (24) | 35 | 7 |
| Gain (loss) on cash flow hedges | (3) | (3) | 6 | 8 | (11) | (3) |
| Total other comprehensive income (loss), net of tax | 4 | 4 | (12) | (16) | 24 | 4 |
| Total comprehensive income (loss), net of tax | 341 | 341 | 299 | 229 | (868) | 342 |
| Comprehensive (income) loss attributable to noncontrolling interests | — | — | — | (1) | — | (1) |
| Comprehensive income (loss) attributable to Celanese Corporation | 341 | 341 | 299 | 228 | (868) | 341 |

**CELANESE CORPORATION AND SUBSIDIARIES**
**UNAUDITED CONSOLIDATING BALANCE SHEET**

| | As of March 31, 2020 | | | | | |
|---|---|---|---|---|---|---|
| | Parent Guarantor | Issuer | Subsidiary Guarantors | Non-Guarantors | Eliminations | Consolidated |
| | (In $ millions) | | | | | |
| **ASSETS** | | | | | | |
| Current Assets | | | | | | |
| Cash and cash equivalents | — | 20 | 21 | 529 | — | 570 |
| Trade receivables - third party and affiliates | — | — | 131 | 866 | (144) | 853 |
| Non-trade receivables, net | 57 | 1,521 | 2,136 | 786 | (4,193) | 307 |
| Inventories, net | — | — | 366 | 725 | (55) | 1,036 |
| Marketable securities | — | — | 22 | 16 | — | 38 |
| Other assets | — | 43 | 14 | 55 | (61) | 51 |
| Total current assets | 57 | 1,584 | 2,690 | 2,977 | (4,453) | 2,855 |
| Investments in affiliates | 4,236 | 5,375 | 4,316 | 851 | (13,797) | 981 |
| Property, plant and equipment, net | — | — | 1,476 | 2,202 | — | 3,678 |
| Operating lease right-of-use assets | — | — | 51 | 150 | — | 201 |
| Deferred income taxes | — | — | — | 96 | (5) | 91 |
| Other assets | — | 1,683 | 224 | 435 | (1,961) | 381 |
| Goodwill | — | — | 399 | 657 | — | 1,056 |
| Intangible assets, net | — | — | 123 | 179 | — | 302 |
| Total assets | 4,293 | 8,642 | 9,279 | 7,547 | (20,216) | 9,545 |
| **LIABILITIES AND EQUITY** | | | | | | |
| Current Liabilities | | | | | | |
| Short-term borrowings and current installments of long-term debt - third party and affiliates | 1,845 | 720 | 1,384 | 361 | (3,561) | 749 |
| Trade payables - third party and affiliates | — | — | 299 | 569 | (144) | 724 |
| Other liabilities | — | 70 | 162 | 383 | (193) | 422 |
| Income taxes payable | — | — | 436 | 97 | (500) | 33 |
| Total current liabilities | 1,845 | 790 | 2,281 | 1,410 | (4,398) | 1,928 |
| Noncurrent Liabilities | | | | | | |
| Long-term debt | — | 3,516 | 1,677 | 90 | (1,927) | 3,356 |
| Deferred income taxes | — | 7 | 101 | 155 | (5) | 258 |
| Uncertain tax positions | — | 2 | — | 169 | (10) | 161 |
| Benefit obligations | — | — | 252 | 316 | — | 568 |
| Operating lease liabilities | — | — | 41 | 134 | — | 175 |
| Other liabilities | — | 91 | 90 | 115 | (33) | 263 |
| Total noncurrent liabilities | — | 3,616 | 2,161 | 979 | (1,975) | 4,781 |
| Total Celanese Corporation stockholders' equity | 2,448 | 4,236 | 4,837 | 4,770 | (13,843) | 2,448 |
| Noncontrolling interests | — | — | — | 388 | — | 388 |
| Total equity | 2,448 | 4,236 | 4,837 | 5,158 | (13,843) | 2,836 |
| Total liabilities and equity | 4,293 | 8,642 | 9,279 | 7,547 | (20,216) | 9,545 |

**CELANESE CORPORATION AND SUBSIDIARIES**
**UNAUDITED CONSOLIDATING BALANCE SHEET**

| | As of December 31, 2019 | | | | | |
|---|---|---|---|---|---|---|
| | Parent Guarantor | Issuer | Subsidiary Guarantors | Non-Guarantors | Eliminations | Consolidated |
| | (In $ millions) | | | | | |
| **ASSETS** | | | | | | |
| Current Assets | | | | | | |
| Cash and cash equivalents | — | — | 16 | 447 | — | 463 |
| Trade receivables - third party and affiliates | — | — | 122 | 851 | (123) | 850 |
| Non-trade receivables, net | 56 | 1,188 | 1,925 | 743 | (3,581) | 331 |
| Inventories, net | — | — | 360 | 725 | (47) | 1,038 |
| Marketable securities | — | — | 24 | 16 | — | 40 |
| Other assets | — | 36 | 11 | 38 | (42) | 43 |
| Total current assets | 56 | 1,224 | 2,458 | 2,820 | (3,793) | 2,765 |
| Investments in affiliates | 4,064 | 5,217 | 4,206 | 841 | (13,353) | 975 |
| Property, plant and equipment, net | — | — | 1,461 | 2,252 | — | 3,713 |
| Operating lease right-of-use assets | — | — | 50 | 153 | — | 203 |
| Deferred income taxes | — | — | — | 101 | (5) | 96 |
| Other assets | — | 1,661 | 195 | 445 | (1,963) | 338 |
| Goodwill | — | — | 399 | 675 | — | 1,074 |
| Intangible assets, net | — | — | 125 | 187 | — | 312 |
| Total assets | 4,120 | 8,102 | 8,894 | 7,474 | (19,114) | 9,476 |
| **LIABILITIES AND EQUITY** | | | | | | |
| Current Liabilities | | | | | | |
| Short-term borrowings and current installments of long-term debt - third party and affiliates | 1,596 | 374 | 1,089 | 385 | (2,948) | 496 |
| Trade payables - third party and affiliates | 17 | — | 333 | 553 | (123) | 780 |
| Other liabilities | — | 49 | 188 | 397 | (173) | 461 |
| Income taxes payable | — | — | 439 | 80 | (502) | 17 |
| Total current liabilities | 1,613 | 423 | 2,049 | 1,415 | (3,746) | 1,754 |
| Noncurrent Liabilities | | | | | | |
| Long-term debt | — | 3,565 | 1,677 | 101 | (1,934) | 3,409 |
| Deferred income taxes | — | 3 | 101 | 158 | (5) | 257 |
| Uncertain tax positions | — | — | — | 169 | (4) | 165 |
| Benefit obligations | — | — | 257 | 332 | — | 589 |
| Operating lease liabilities | — | — | 40 | 140 | 1 | 181 |
| Other liabilities | — | 47 | 93 | 118 | (35) | 223 |
| Total noncurrent liabilities | — | 3,615 | 2,168 | 1,018 | (1,977) | 4,824 |
| Total Celanese Corporation stockholders' equity | 2,507 | 4,064 | 4,677 | 4,650 | (13,391) | 2,507 |
| Noncontrolling interests | — | — | — | 391 | — | 391 |
| Total equity | 2,507 | 4,064 | 4,677 | 5,041 | (13,391) | 2,898 |
| Total liabilities and equity | 4,120 | 8,102 | 8,894 | 7,474 | (19,114) | 9,476 |

**CELANESE CORPORATION AND SUBSIDIARIES**
**UNAUDITED INTERIM CONSOLIDATING STATEMENT OF CASH FLOWS**

| | Three Months Ended March 31, 2020 | | | | | |
|---|---|---|---|---|---|---|
| | Parent Guarantor | Issuer | Subsidiary Guarantors | Non-Guarantors | Eliminations | Consolidated |
| | (In $ millions) | | | | | |
| Net cash provided by (used in) operating activities | 241 | (280) | 129 | 169 | — | 259 |
| Investing Activities | | | | | | |
| Capital expenditures on property, plant and equipment | — | — | (69) | (50) | — | (119) |
| Return of capital from subsidiary | — | — | 5 | — | (5) | — |
| Intercompany loan receipts (disbursements) | — | — | (19) | — | 19 | — |
| Other, net | — | — | — | (9) | — | (9) |
| Net cash provided by (used in) investing activities | — | — | (83) | (59) | 14 | (128) |
| Financing Activities | | | | | | |
| Net change in short-term borrowings with maturities of 3 months or less | — | — | (20) | — | (19) | (39) |
| Proceeds from short-term borrowings | — | 300 | — | — | — | 300 |
| Repayments of long-term debt | — | — | (1) | (8) | — | (9) |
| Purchases of treasury stock, including related fees | (167) | — | — | — | — | (167) |
| Common stock dividends | (74) | — | — | — | — | (74) |
| Return of capital to parent | — | — | — | (5) | 5 | — |
| Distributions to noncontrolling interests | — | — | — | (5) | — | (5) |
| Other, net | — | — | (20) | (2) | — | (22) |
| Net cash provided by (used in) financing activities | (241) | 300 | (41) | (20) | (14) | (16) |
| Exchange rate effects on cash and cash equivalents | — | — | — | (8) | — | (8) |
| Net increase (decrease) in cash and cash equivalents | — | 20 | 5 | 82 | — | 107 |
| Cash and cash equivalents as of beginning of period | — | — | 16 | 447 | — | 463 |
| Cash and cash equivalents as of end of period | — | 20 | 21 | 529 | — | 570 |

**CELANESE CORPORATION AND SUBSIDIARIES**
**UNAUDITED INTERIM CONSOLIDATING STATEMENT OF CASH FLOWS**

| | Three Months Ended March 31, 2019 | | | | | |
|---|---|---|---|---|---|---|
| | Parent Guarantor | Issuer | Subsidiary Guarantors | Non-Guarantors | Eliminations | Consolidated |
| | (In $ millions) | | | | | |
| Net cash provided by (used in) operating activities | 282 | 26 | 1,032 | 528 | (1,561) | 307 |
| Investing Activities | | | | | | |
| Capital expenditures on property, plant and equipment | — | — | (42) | (37) | — | (79) |
| Acquisitions, net of cash acquired | — | — | (31) | (60) | — | (91) |
| Return of capital from subsidiary | — | — | 4 | — | (4) | — |
| Intercompany loan receipts (disbursements) | — | — | (646) | — | 646 | — |
| Other, net | — | — | 2 | (9) | — | (7) |
| Net cash provided by (used in) investing activities | — | — | (713) | (106) | 642 | (177) |
| Financing Activities | | | | | | |
| Net change in short-term borrowings with maturities of 3 months or less | — | 246 | (9) | (4) | (36) | 197 |
| Proceeds from short-term borrowings | — | — | — | 610 | (610) | — |
| Repayments of short-term borrowings | — | — | — | (12) | — | (12) |
| Repayments of long-term debt | — | — | — | (7) | — | (7) |
| Purchases of treasury stock, including related fees | (212) | — | — | — | — | (212) |
| Dividends to parent | — | (272) | (251) | (1,038) | 1,561 | — |
| Common stock dividends | (70) | — | — | — | — | (70) |
| Return of capital to parent | — | — | — | (4) | 4 | — |
| Distributions to noncontrolling interests | — | — | — | (4) | — | (4) |
| Other, net | — | — | (20) | (2) | — | (22) |
| Net cash provided by (used in) financing activities | (282) | (26) | (280) | (461) | 919 | (130) |
| Exchange rate effects on cash and cash equivalents | — | — | — | 2 | — | 2 |
| Net increase (decrease) in cash and cash equivalents | — | — | 39 | (37) | — | 2 |
| Cash and cash equivalents as of beginning of period | — | — | 30 | 409 | — | 439 |
| Cash and cash equivalents as of end of period | — | — | 69 | 372 | — | 441 |

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

*In this Quarterly Report on Form 10-Q ("Quarterly Report"), the term "Celanese" refers to Celanese Corporation, a Delaware corporation, and not its subsidiaries. The terms the "Company," "we," "our" and "us," refer to Celanese and its subsidiaries on a consolidated basis. The term "Celanese US" refers to the Company's subsidiary, Celanese US Holdings LLC, a Delaware limited liability company, and not its subsidiaries.*

*The following discussion should be read in conjunction with the Celanese Corporation and Subsidiaries consolidated financial statements as of and for the year ended December 31, 2019 filed on February 6, 2020 with the Securities and Exchange Commission ("SEC") as part of the Company's Annual Reporting on Form 10-K ("2019 Form 10-K") and the unaudited interim consolidated financial statements and notes to the unaudited interim consolidated financial statements, which are prepared in accordance with accounting principles generally accepted in the United States of America ("US GAAP").*

*Investors are cautioned that the forward-looking statements contained in this section and other parts of this Quarterly Report involve both risk and uncertainty. Several important factors could cause actual results to differ materially from those anticipated by these statements. Many of these statements are macroeconomic in nature and are, therefore, beyond the control of management. See "Forward-Looking Statements" below and at the beginning of our 2019 Form 10-K.*

**Forward-Looking Statements**

Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A") and other parts of this Quarterly Report contain certain forward-looking statements and information relating to us that are based on the beliefs of our management as well as assumptions made by, and information currently available to, us. Generally, words such as "believe," "expect," "intend," "estimate," "anticipate," "project," "plan," "may," "can," "could," "might," and "will," and similar expressions, as they relate to us are intended to identify forward-looking statements. These statements reflect our current views and beliefs with respect to future events at the time that the statements are made, are not historical facts or guarantees of future performance and involve risks and uncertainties that are difficult to predict and many of which are outside of our control. Further, certain forward-looking statements are based upon assumptions as to future events that may not prove to be accurate. All forward-looking statements made in this Quarterly Report are made as of the date hereof, and the risk that actual results will differ materially from expectations expressed in this Quarterly Report will increase with the passage of time. We undertake no obligation, and disclaim any duty, to publicly update or revise any forward-looking statements, whether as a result of new information, future events, changes in our expectations or otherwise.

**COVID-19 Update**

On March 11, 2020, the World Health Organization declared the outbreak of a novel coronavirus ("COVID-19") as a pandemic, which continues to spread throughout the world, creating a dynamic and challenging situation worldwide. COVID-19 originated in China and has spread to other countries where we have offices and production facilities as well as customers and suppliers. The COVID-19 pandemic is evolving, and to date has led to the implementation of various responses, including government-imposed quarantines, stay-at-home restrictions, travel restrictions and other public health safety measures.

Our employees' health and well-being continue to be of vital importance. We have implemented contingency planning, and employees who can work remotely are doing so from their homes. For employees who are considered essential and are working in plants, we have implemented government recommended protocols and best practices related to social distancing and best hygiene practices, including the use of additional personal protective equipment, where appropriate. We have a global crisis team in place monitoring the rapidly evolving situation and recommending risk mitigation actions, including the implementation of travel restrictions. Our presence in China provided us with an advance view of how COVID-19 scenarios can unfold as well as the importance of taking early action.

We operate within a geographically-balanced global footprint and have the ability to utilize different production and distribution strategies depending on the business and product to satisfy customer demands. We continue to pursue our existing operational strategy. Since our industry is considered essential by the local government in the majority of the areas we operate, most of our plants continue to be operational, and we have been able to maintain a largely consistent supply chain. However, as customer demand has weakened, we have temporarily reduced run rates at certain of our plants to reduce costs and inventory levels. During the three months ended March 31, 2020, the effects of COVID-19 and related actions to control its spread had a negative impact on our operating results, primarily in the Acetyl Chain segment, as discussed in more detail in the individual reporting segment sections below. We expect the declines in consumer demand, particularly in the Western Hemisphere, to work through the relevant value chains in the second fiscal quarter of 2020. In Engineered Materials, our most impacted end markets reflect a significant decrease in big-ticket discretionary spending among consumers for items such as automobiles,

electronics and appliances. Other application areas including food and beverage, medical, pharma and 5G infrastructure are more resilient. In the Acetyl Chain, we benefit from a highly diversified set of end-uses with less exposure, relative to others in the industry, to end markets that are more acutely impacted by COVID-19, like automotive. At the same time, we see resiliency and even growth in some applications including water bottles, packaging, hygiene products, disinfectants, pharma and cigarettes. However, the historically low acetic acid pricing, along with the recent developments with global oil markets, continue to present a deflationary environment for the Acetyl Chain business. We anticipate that our operations will continue to be negatively impacted through at least our second fiscal quarter of 2020, as the economies in which we operate hopefully begin to recover from COVID-19. We currently anticipate that customer demand and our results of our operations should begin to normalize in the second half of fiscal 2020, absent a similar resurgence of COVID-19. The extent to which COVID-19 will adversely impact our business, financial condition and results of operations will depend on numerous evolving factors, which are highly uncertain, rapidly changing and cannot be predicted. For further information regarding the impact COVID-19 could have on our business, financial condition and results of operations, see *Part II - Item 1A. Risk Factors.*

**Risk Factors**

See *Part I - Item 1A. Risk Factors* of our 2019 Form 10-K and subsequent periodic filings we make with the SEC for a description of certain risk factors that you should consider which could significantly affect our financial results. In addition, the following factors could cause our actual results to differ materially from those results, performance or achievements that may be expressed or implied by such forward-looking statements. These factors include, among other things:

- changes in general economic, business, political and regulatory conditions in the countries or regions in which we operate;
- the length and depth of product and industry business cycles particularly in the automotive, electrical, textiles, electronics and construction industries;
- changes in the price and availability of raw materials, particularly changes in the demand for, supply of, and market prices of ethylene, methanol, natural gas, wood pulp and fuel oil and the prices for electricity and other energy sources;
- the ability to pass increases in raw material prices on to customers or otherwise improve margins through price increases;
- the ability to maintain plant utilization rates and to implement planned capacity additions, expansions and maintenance;
- the ability to reduce or maintain current levels of production costs and to improve productivity by implementing technological improvements to existing plants;
- increased price competition and the introduction of competing products by other companies;
- the ability to identify desirable potential acquisition targets and to consummate acquisition or investment transactions, including obtaining regulatory approvals, consistent with our strategy;
- market acceptance of our technology;
- the ability to obtain governmental approvals and to construct facilities on terms and schedules acceptable to us;
- changes in applicable tariffs, duties and trade agreements, tax rates or legislation throughout the world including, but not limited to, adjustments, changes in estimates or interpretations that may impact recorded or future tax impacts associated with the Tax Cuts and Jobs Act (the "TCJA");
- changes in the degree of intellectual property and other legal protection afforded to our products or technologies, or the theft of such intellectual property;
- compliance and other costs and potential disruption or interruption of production or operations due to accidents, interruptions in sources of raw materials, cyber security incidents, terrorism or political unrest, public health crises (including, but not limited to, the coronavirus outbreak), or other unforeseen events or delays in construction or operation of facilities, including as a result of geopolitical conditions, the occurrence of acts of war or terrorist incidents or as a result of weather, natural disasters, or other crises including public health crises;
- potential liability for remedial actions and increased costs under existing or future environmental regulations, including those relating to climate change;

- potential liability resulting from pending or future claims or litigation, including investigations or enforcement actions, or from changes in the laws, regulations or policies of governments or other governmental activities, in the countries in which we operate;
- changes in currency exchange rates and interest rates;
- our level of indebtedness, which could diminish our ability to raise additional capital to fund operations or limit our ability to react to changes in the economy or the chemicals industry; and
- various other factors, both referenced and not referenced in this Quarterly Report.

Many of these factors are macroeconomic in nature and are, therefore, beyond our control. In addition, COVID-19 and responses to the pandemic by governments and businesses, have significantly increased financial and economic volatility and uncertainty, exacerbating the risks and potential impact of these factors. Should one or more of these risks or uncertainties materialize, affect us in ways or to an extent that we currently do not expect or consider to be significant, or should underlying assumptions prove incorrect, our actual results, performance or achievements may vary materially from those described in this Quarterly Report as anticipated, believed, estimated, expected, intended, planned or projected. We neither intend nor assume any obligation to update these forward-looking statements, which speak only as of their dates.

***Overview***

We are a global chemical and specialty materials company. We are a leading global producer of high performance engineered polymers that are used in a variety of high-value applications, as well as one of the world's largest producers of acetyl products, which are intermediate chemicals, for nearly all major industries. As a recognized innovator in the chemicals industry, we engineer and manufacture a wide variety of products essential to everyday living. Our broad product portfolio serves a diverse set of end-use applications including automotive, chemical additives, construction, consumer and industrial adhesives, consumer and medical, energy storage, filtration, food and beverage, paints and coatings, paper and packaging, performance industrial and textiles. Our products enjoy leading global positions due to our differentiated business models, large global production capacity, operating efficiencies, proprietary technology and competitive cost structures.

Our large and diverse global customer base primarily consists of major companies across a broad array of industries. We hold geographically balanced global positions and participate in diversified end-use applications. We combine a demonstrated track record of execution, strong performance built on differentiated business models and a clear focus on growth and value creation. Known for operational excellence, reliability and execution of our business strategies, we partner with our customers around the globe to deliver best-in-class technologies and solutions.

***Results of Operations***

*Financial Highlights*

| | Three Months Ended March 31, | | |
|---|---|---|---|
| | 2020 | 2019 | Change |
| | (unaudited) | | |
| | (In $ millions, except percentages) | | |
| **Statement of Operations Data** | | | |
| Net sales | 1,460 | 1,687 | (227) |
| Gross profit | 348 | 453 | (105) |
| Selling, general and administrative ("SG&A") expenses | (125) | (120) | (5) |
| Other (charges) gains, net | (6) | 4 | (10) |
| Operating profit (loss) | 194 | 320 | (126) |
| Equity in net earnings (loss) of affiliates | 57 | 50 | 7 |
| Non-operating pension and other postretirement employee benefit (expense) income | 28 | 17 | 11 |
| Interest expense | (28) | (31) | 3 |
| Dividend income - equity investments | 37 | 32 | 5 |
| Earnings (loss) from continuing operations before tax | 292 | 385 | (93) |
| Earnings (loss) from continuing operations | 227 | 339 | (112) |
| Earnings (loss) from discontinued operations | (7) | (1) | (6) |
| Net earnings (loss) | 220 | 338 | (118) |
| Net earnings (loss) attributable to Celanese Corporation | 218 | 337 | (119) |
| **Other Data** | | | |
| Depreciation and amortization | 85 | 83 | 2 |
| SG&A expenses as a percentage of Net sales | 8.6% | 7.1% | |
| Operating margin[(1)] | 13.3% | 19.0% | |
| Other (charges) gains, net | | | |
| Restructuring | (6) | 1 | (7) |
| Asset impairments | (4) | — | (4) |
| Plant/office closures | (1) | (1) | — |
| Commercial disputes | 5 | 4 | 1 |
| Total Other (charges) gains, net | (6) | 4 | (10) |

(1) Defined as Operating profit (loss) divided by Net sales.

| | As of March 31, 2020 | As of December 31, 2019 |
|---|---|---|
| | (unaudited) | |
| | (In $ millions) | |
| **Balance Sheet Data** | | |
| Cash and cash equivalents | 570 | 463 |
| | | |
| Short-term borrowings and current installments of long-term debt - third party and affiliates | 749 | 496 |
| Long-term debt, net of unamortized deferred financing costs | 3,356 | 3,409 |
| Total debt | 4,105 | 3,905 |

**Factors Affecting Business Segment Net Sales**

The percentage increase (decrease) in Net sales attributable to each of the factors indicated for each of our business segments is as follows:

*Three Months Ended March 31, 2020 Compared to Three Months Ended March 31, 2019*

| | Volume | Price | Currency | Other | Total |
|---|---|---|---|---|---|
| | | | (unaudited) | | |
| | | | (In percentages) | | |
| Engineered Materials | (9) | (5) | (1) | — | (15) |
| Acetate Tow | (17) | (5) | — | — | (22) |
| Acetyl Chain | (3) | (7) | (1) | 1 | (10) |
| Total Company | (7) | (6) | (1) | 1 | (13) |

**Consolidated Results**

*Three Months Ended March 31, 2020 Compared to Three Months Ended March 31, 2019*

Net sales decreased $227 million, or 13%, for the three months ended March 31, 2020 compared to the same period in 2019, primarily due to:

- lower volume across all of our segments, primarily driven by a continued reduction in the customer demand environment in Asia, which was impacted by the COVID-19 pandemic, in our Acetyl Chain segment, as well as continued deterioration of global economic conditions in our Engineered Materials segment;
- lower pricing in our Acetyl Chain and Engineered Materials segments; and
- an unfavorable currency impact in our Acetyl Chain and Engineered Materials segments.

Operating profit decreased $126 million, or 39%, for the three months ended March 31, 2020 compared to the same period in 2019, primarily due to:

- lower Net sales across all of our segments; and
- higher spending in our Engineered Materials and Acetyl Chain segments;

partially offset by:

- lower raw material costs within our Engineered Materials and Acetyl Chain segments.

Equity in net earnings (loss) of affiliates increased $7 million for the three months ended March 31, 2020 compared to the same period in 2019, primarily due to:

- an increase in equity investment in earnings of $8 million from our Ibn Sina strategic affiliate, primarily as a result of decreased plant turnaround activity.

Our effective income tax rate for the three months ended March 31, 2020 was 22% compared to 12% for the same period in 2019. The higher effective income tax rate for the three months ended March 31, 2020 compared to the same period in 2019 was primarily due to the impact of functional currency differences in offshore jurisdictions and changes in the jurisdictional mix of earnings.

See Note 13 - Income Taxes in the accompanying unaudited interim consolidated financial statements for further information.

**Business Segments**

***Engineered Materials***

| | Three Months Ended March 31, | | | |
|---|---|---|---|---|
| | 2020 | 2019 | Change | % Change |
| | (unaudited) | | | |
| | (In $ millions, except percentages) | | | |
| Net sales | 563 | 663 | (100) | (15.1)% |
| **Net Sales Variance** | | | | |
| *Volume* | (9)% | | | |
| *Price* | (5)% | | | |
| *Currency* | (1)% | | | |
| *Other* | — % | | | |
| Other (charges) gains, net | — | 15 | (15) | (100.0)% |
| Operating profit (loss) | 102 | 144 | (42) | (29.2)% |
| Operating margin | 18.1 % | 21.7% | | |
| Equity in net earnings (loss) of affiliates | 53 | 46 | 7 | 15.2 % |
| Depreciation and amortization | 34 | 32 | 2 | 6.3 % |

Our Engineered Materials segment includes our engineered materials business, our food ingredients business and certain strategic affiliates. Our engineered materials business develops, produces and supplies a broad portfolio of high performance specialty polymers for automotive and medical applications, as well as industrial products and consumer electronics. Together with our strategic affiliates, our engineered materials business is a leading participant in the global specialty polymers industry. Our food ingredients business is a leading global supplier of acesulfame potassium for the food and beverage industry and is a leading producer of food protection ingredients, such as potassium sorbate and sorbic acid.

The pricing of products within the Engineered Materials segment is primarily based on the value of the material we produce and is generally independent of changes in the cost of raw materials. Therefore, in general, margins may expand or contract in response to changes in raw material costs.

*Three Months Ended March 31, 2020 Compared to Three Months Ended March 31, 2019*

Net sales decreased for the three months ended March 31, 2020 compared to the same period in 2019, primarily due to:

- lower volume for most of our products driven by continued deterioration of global economic conditions;
- lower pricing for most of our products, primarily due to a continued reduction in customer demand, as well as customer and product mix; and
- an unfavorable currency impact resulting from a weaker Euro relative to the US dollar.

Operating profit decreased for the three months ended March 31, 2020 compared to the same period in 2019, primarily due to:

- lower Net sales;
- an unfavorable impact to Other (charges) gains, net. During the three months ended March 31, 2019, we recorded a $15 million gain related to a settlement of a commercial dispute from a previous acquisition, which did not recur in the current year. See Note 12 - Other (Charges) Gains, Net in the accompanying unaudited interim consolidated financial statements for further information; and
- higher spending costs of $11 million, primarily as a result of higher maintenance costs and plant turnaround activity;

partially offset by:

- lower raw material costs for most of our products.

Equity in net earnings (loss) of affiliates increased for the three months ended March 31, 2020 compared to the same period in 2019, primarily due to:

- an increase in equity investment in earnings of $8 million from our Ibn Sina strategic affiliate, primarily as a result of decreased plant turnaround activity.

***Acetate Tow***

| | Three Months Ended March 31, | | | |
|---|---|---|---|---|
| | 2020 | 2019 | Change | % Change |
| | (unaudited) | | | |
| | (In $ millions, except percentages) | | | |
| Net sales | 129 | 166 | (37) | (22.3)% |
| **Net Sales Variance** | | | | |
| *Volume* | (17)% | | | |
| *Price* | (5)% | | | |
| *Currency* | — % | | | |
| *Other* | — % | | | |
| Other (charges) gains, net | (1) | — | (1) | (100.0)% |
| Operating profit (loss) | 27 | 40 | (13) | (32.5)% |
| Operating margin | 20.9 % | 24.1% | | |
| Dividend income - equity investments | 37 | 32 | 5 | 15.6 % |
| Depreciation and amortization | 8 | 10 | (2) | (20.0)% |

Our Acetate Tow segment serves consumer-driven applications. We are a leading global producer and supplier of acetate tow and acetate flake, primarily used in filter products applications.

The pricing of products within the Acetate Tow segment is sensitive to demand and is primarily based on the value of the product we produce. Many sales in this business are conducted under contracts with pricing for one or more years. As a result, margins may expand or contract in response to changes in market conditions over these similar periods, and we may be unable to adjust pricing also due to other factors, such as the intense level of competition in the industry.

*Three Months Ended March 31, 2020 Compared to Three Months Ended March 31, 2019*

Net sales decreased for the three months ended March 31, 2020 compared to the same period in 2019, primarily due to:

- lower acetate flake volume, primarily due to the expiration of an acetate flake contract;
- lower acetate tow volume, consistent with global demand reduction; and
- lower acetate tow pricing, primarily due to customer mix.

Operating profit decreased for the three months ended March 31, 2020 compared to the same period in 2019, primarily due to:

- lower Net sales;

partially offset by:

- lower energy costs of $7 million, primarily related to the closure of our acetate flake manufacturing unit in Ocotlán, Mexico in the prior year.

***Acetyl Chain***

| | Three Months Ended March 31, | | | |
|---|---|---|---|---|
| | 2020 | 2019 | Change | % Change |
| | (unaudited) | | | |
| | (In $ millions, except percentages) | | | |
| Net sales | 799 | 889 | (90) | (10.1)% |
| **Net Sales Variance** | | | | |
| *Volume* | (3)% | | | |
| *Price* | (7)% | | | |
| *Currency* | (1)% | | | |
| *Other* | 1 % | | | |
| Operating profit (loss) | 135 | 202 | (67) | (33.2)% |
| Operating margin | 16.9 % | 22.7% | | |
| Depreciation and amortization | 39 | 38 | 1 | 2.6 % |

Our Acetyl Chain segment includes the integrated chain of intermediate chemistry, emulsion polymers and ethylene vinyl acetate ("EVA") polymers businesses. Our intermediate chemistry business produces and supplies acetyl products, including acetic acid, vinyl acetate monomer ("VAM"), acetic anhydride and acetate esters. These products are generally used as starting materials for colorants, paints, adhesives, coatings and pharmaceuticals. It also produces organic solvents and intermediates for pharmaceutical, agricultural and chemical products. Our emulsion polymers business is a leading global producer of vinyl acetate-based emulsions and develops products and application technologies to improve performance, create value and drive innovation in applications such as paints and coatings, adhesives, construction, glass fiber, textiles and paper. Our EVA polymers business is a leading North American manufacturer of a full range of specialty EVA resins and compounds, as well as select grades of low-density polyethylene. Our EVA polymers products are used in many applications, including flexible packaging films, lamination film products, hot melt adhesives, automotive parts and carpeting.

The pricing of products within the Acetyl Chain is influenced by industry utilization rates and changes in the cost of raw materials. Therefore, in general, there is a directional correlation between these factors and our Net sales for most Acetyl Chain products. This impact to pricing typically lags changes in raw material costs over months or quarters.

*Three Months Ended March 31, 2020 Compared to Three Months Ended March 31, 2019*

Net sales decreased for the three months ended March 31, 2020 compared to the same period in 2019, primarily due to:

- lower pricing for most of our products, primarily due to an overall deflationary environment for raw materials and a continued reduction in the customer demand environment, which was also impacted by the COVID-19 pandemic;
- lower volume for most of our products due to a continued reduction in the customer demand environment in Asia, which was also impacted by the COVID-19 pandemic, partially offset by higher volume for VAM due to increased customer demand and focus on downstream products in the Western Hemisphere; and
- an unfavorable currency impact resulting from a weaker Euro relative to the US dollar.

Operating profit decreased for the three months ended March 31, 2020 compared to the same period in 2019, primarily due to:

- lower Net sales;
- higher plant turnaround costs of $14 million related to our joint venture, Fairway Methanol LLC ("Fairway"); and
- higher costs of $10 million, primarily related to plant operating costs and expansion projects;

partially offset by:

- lower raw material costs, primarily for ethylene, carbon monoxide and methanol.

***Other Activities***

| | Three Months Ended March 31, | | | |
|---|---|---|---|---|
| | 2020 | 2019 | Change | % Change |
| | (unaudited) | | | |
| | (In $ millions, except percentages) | | | |
| Other (charges) gains, net | (5) | (11) | 6 | 54.5 % |
| Operating profit (loss) | (70) | (66) | (4) | (6.1)% |
| Equity in net earnings (loss) of affiliates | 3 | 3 | — | — % |
| Non-operating pension and other postretirement employee benefit (expense) income | 28 | 17 | 11 | 64.7 % |
| Depreciation and amortization | 4 | 3 | 1 | 33.3 % |

Other Activities primarily consists of corporate center costs, including administrative activities such as finance, information technology and human resource functions, interest income and expense associated with financing activities and results of our captive insurance companies. Other Activities also includes the components of net periodic benefit cost (interest cost, expected return on assets and net actuarial gains and losses) for our defined benefit pension plans and other postretirement plans not allocated to our business segments.

*Three Months Ended March 31, 2020 Compared to Three Months Ended March 31, 2019*

Operating loss increased for the three months ended March 31, 2020 compared to the same period in 2019, primarily due to:

- an unfavorable currency impact of $5 million resulting from a weaker Euro relative to the US dollar; and
- higher functional spending of $3 million;

largely offset by:

- a favorable impact of $6 million to Other (charges) gains, net. During the three months ended March 31, 2019 we recorded an $11 million loss related to a settlement by our captive insurer with a former third-party customer, which did not recur in the current year. This was partially offset by $5 million in employee termination benefits during the three months ended March 31, 2020, primarily related to business optimization projects. See Note 12 - Other (Charges) Gains, Net in the accompanying unaudited interim consolidated financial statements for further information.

Non-operating pension and other postretirement employee benefit income increased for the three months ended March 31, 2020 compared to the same period in 2019, primarily due to:

- lower interest cost and higher expected return on plan assets.

**Liquidity and Capital Resources**

Our primary source of liquidity is cash generated from operations, available cash and cash equivalents and dividends from our portfolio of strategic investments. In addition, as of March 31, 2020, we have $1.0 billion available for borrowing under our senior unsecured revolving credit facility and $5 million available under our accounts receivable securitization facility to assist, if required, in meeting our working capital needs and other contractual obligations.

While our contractual obligations, commitments and debt service requirements over the next several years are significant, we continue to believe we will have available resources to meet our liquidity requirements, including debt service, for the next twelve months. If our cash flow from operations is insufficient to fund our debt service and other obligations, we may be required to use other means available to us such as increasing our borrowings, reducing or delaying capital expenditures, seeking additional capital or seeking to restructure or refinance our indebtedness. There can be no assurance, however, that we will continue to generate cash flows at or above current levels.

Total cash outflows for capital expenditures are expected to be in the range of $325 million to $350 million in 2020, primarily due to additional investments in growth opportunities and productivity improvements primarily in our Engineered Materials and Acetyl Chain segments.

On a stand-alone basis, Celanese and its immediate 100% owned subsidiary, Celanese US, have no material assets other than the stock of their subsidiaries and no independent external operations of their own. Accordingly, they generally depend on the cash flow of their subsidiaries and their ability to pay dividends and make other distributions to Celanese and Celanese US in order to meet their obligations, including their obligations under senior credit facilities and senior notes and to pay dividends on our Common stock, par value $0.0001 per share ("Common Stock").

We are subject to capital controls and exchange restrictions imposed by the local governments in certain jurisdictions where we operate, such as China, India and Indonesia. Capital controls impose limitations on our ability to exchange currencies, repatriate earnings or capital, lend via intercompany loans or create cross-border cash pooling arrangements. Our largest exposure to a country with capital controls is in China. Pursuant to applicable regulations, foreign-invested enterprises in China may pay dividends only out of their accumulated profits, if any, determined in accordance with Chinese accounting standards and regulations. In addition, the Chinese government imposes certain currency exchange controls on cash transfers out of China, puts certain limitations on duration, purpose and amount of intercompany loans, and restricts cross-border cash pooling.

***Cash Flows***

Cash and cash equivalents increased $107 million to $570 million as of March 31, 2020 compared to December 31, 2019. As of March 31, 2020, $492 million of the $570 million of cash and cash equivalents was held by our foreign subsidiaries. Under the TCJA, we have incurred a prior year charge associated with the deemed repatriation of previously unremitted foreign earnings, including foreign held cash. These funds are largely accessible without additional material tax consequences, if needed in the US, to fund operations. See Note 13 - Income Taxes in the accompanying unaudited interim consolidated financial statements for further information.

- ***Net Cash Provided by (Used in) Operating Activities***

Net cash provided by operating activities decreased $48 million to $259 million for the three months ended March 31, 2020 compared to $307 million for the same period in 2019. Net cash provided by operating activities for the three months ended March 31, 2020 decreased, primarily due to:

- a decrease in net earnings;

partially offset by:

- a decrease in incentive compensation payouts of $42 million; and
- favorable trade working capital of $14 million, primarily due to an increase in trade payables related to higher capital expenditures in the current year, partially offset by an increase in inventory as a result of inventory build-up for plant turnarounds in the current year.

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

Net cash used in investing activities decreased $49 million to $128 million for the three months ended March 31, 2020 compared to $177 million for the same period in 2019, primarily due to:

- a net cash outflow of $91 million related to the acquisition of Next Polymers Ltd. in January 2019;

partially offset by:

- an increase of $40 million in capital expenditures related to growth and productivity improvements in our Engineered Materials and Acetyl Chain segments.

- ***Net Cash Provided by (Used in) Financing Activities***

Net cash used in financing activities decreased $114 million to $16 million for the three months ended March 31, 2020 compared to $130 million for the same period in 2019, primarily due to:

- an increase in net borrowings on short-term debt of $76 million, due to higher borrowings during the three months ended March 31, 2020 related to us entering into an aggregate of $300 million in short-term, bilateral term loans, which were primarily used to repay borrowings under our outstanding senior unsecured revolving credit facility; and

- lower share repurchases of our Common Stock of $45 million during the three months ended March 31, 2020.

***Debt and Other Obligations***

There have been no material changes to our debt or other obligations described in our 2019 Form 10-K other than those disclosed above and in Note 8 - Debt in the accompanying unaudited interim consolidated financial statements.

***Other Financing Arrangements***

We have a factoring agreement with a global financial institution to sell certain accounts receivable on a non-recourse basis. These transactions are treated as a sale and are accounted for as a reduction in accounts receivable because the agreement transfers effective control over and risk related to the receivables to the buyer. We have no continuing involvement in the transferred receivables, other than collection and administrative responsibilities and, once sold, the accounts receivable are no longer available to satisfy creditors in the event of bankruptcy. We de-recognized $69 million and $257 million of accounts receivable as of March 31, 2020 and December 31, 2019, respectively.

***Share Capital***

We declared a quarterly cash dividend of $0.62 per share on our Common Stock on April 15, 2020, amounting to $73 million.

There have been no material changes to our share capital described in our 2019 Form 10-K other than those disclosed in Note 11 - Stockholders' Equity in the accompanying unaudited interim consolidated financial statements.

***Contractual Obligations***

Except as otherwise described in this report, there have been no material revisions outside the ordinary course of business to our contractual obligations as described in our 2019 Form 10-K.

**Off-Balance Sheet Arrangements**

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

**Critical Accounting Policies and Estimates**

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

We describe our significant accounting policies in Note 2 - Summary of Accounting Policies, of the Notes to the Consolidated Financial Statements included in our 2019 Form 10-K. We discuss our critical accounting policies and estimates in MD&A in our 2019 Form 10-K.

**Recent Accounting Pronouncements**

See Note 2 - Recent Accounting Pronouncements in the accompanying unaudited interim consolidated financial statements included in this Quarterly Report for information regarding recent accounting pronouncements.

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

Market risk for the Company has not changed materially from the foreign exchange, interest rate and commodity risks disclosed in Item 7A. Quantitative and Qualitative Disclosures about Market Risk in our 2019 Form 10-K. See also Note 14 - Derivative Financial Instruments in the accompanying unaudited interim consolidated financial statements for further discussion of our market risk management and the related impact on the Company's financial position and results of operations.

**Item 4.** ***Controls and Procedures***

**Disclosure Controls and Procedures**

Under the supervision and with the participation of our management, including the Chief Executive Officer and Chief Financial Officer, we have evaluated the effectiveness of our disclosure controls and procedures pursuant to Rule 13a-15(b) under the Securities Exchange Act of 1934, as amended, as of the end of the period covered by this report. Based on that evaluation, as of March 31, 2020, the Chief Executive Officer and Chief Financial Officer have concluded that our disclosure controls and procedures are effective.

**Changes in Internal Control Over Financial Reporting**

During the period covered by this report, there were no changes in our internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

## PART II — OTHER INFORMATION

**Item 1.** ***Legal Proceedings***

The Company is involved in legal and regulatory proceedings, lawsuits, claims and investigations incidental to the normal conduct of its business, relating to such matters as product liability, land disputes, insurance coverage disputes, contracts, employment, antitrust and competition, intellectual property, personal injury and other actions in tort, workers' compensation, chemical exposure, asbestos exposure, taxes, trade compliance, acquisitions and divestitures, claims of current and legacy stockholders, past waste disposal practices and release of chemicals into the environment. The Company is actively defending those matters where it is named as a defendant. Due to the inherent subjectivity of assessments and unpredictability of outcomes of legal proceedings, the Company's litigation accruals and estimates of possible loss or range of possible loss may not represent the ultimate loss to the Company from legal proceedings. See Note 10 - Environmental and Note 16 - Commitments and Contingencies in the accompanying unaudited interim consolidated financial statements for a discussion of material environmental matters and material commitments and contingencies related to legal and regulatory proceedings. There have been no significant developments in the "Legal Proceedings" described in our 2019 Form 10-K other than those disclosed in Note 10 - Environmental and Note 16 - Commitments and Contingencies in the accompanying unaudited interim consolidated financial statements. See *Part I - Item 1A. Risk Factors* of our 2019 Form 10-K for certain risk factors relating to these legal proceedings.

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

The Company is supplementing the risk factors previously disclosed in the Company's Annual Report on Form 10-K for the year ended December 31, 2019, filed with the Securities and Exchange Commission on February 6, 2020 (the "2019 Form 10-K"), to include the following risk factor under the heading "Risks Related to Our Business."

**The extent to which the novel coronavirus ("COVID-19") pandemic or similar public health crises will adversely impact our business, financial condition and results of operations is highly uncertain and cannot be predicted.**

Public health crises such as pandemics or similar outbreaks could adversely impact our business. In December 2019, a novel strain of a virus named SARS-CoV-2 (severe acute respiratory syndrome coronavirus 2), or coronavirus, which causes coronavirus disease 2019, or COVID-19, surfaced in Wuhan, China and has reached multiple other regions and countries where we and our customers and suppliers have offices and production facilities. The COVID-19 pandemic is evolving, and to date has led to the implementation of various responses, including government-imposed quarantines, stay-at-home restrictions, travel restrictions and other public health safety measures, as well as reported adverse impacts on healthcare resources, facilities and providers. The extent to which COVID-19 impacts our operations or those of our customers or suppliers will depend on future developments and numerous factors, which are highly uncertain and cannot be predicted with confidence, including the duration of the outbreak, additional or modified government actions, new information that will emerge concerning the severity and impact of COVID-19 and the actions to contain COVID-19 or address its impact in the short and long term, among others.

The extent to which COVID-19 will adversely impact our business, financial condition and results of operations will depend on numerous evolving factors, which are highly uncertain, rapidly changing and cannot be predicted, including:

- the duration and scope of the outbreak;
- governmental, business and individual actions that have been and continue to be taken in response to the outbreak, including social distancing, work-at-home, stay-at-home and shelter-in-place orders and shutdowns, travel restrictions and quarantines;
- the effect of the outbreak on our customers, suppliers, supply chain and other business partners;
- our ability during the outbreak to provide our products and services, including the health and well-being of our employees;
- business disruptions caused by actual or potential plant, workplace and office closures, and an increased reliance on employees working from home, disruptions to or delays in ongoing laboratory and product testing, experiments and operations, staffing shortages, travel limitations, cyber security and data accessibility, or communication or mass transit disruptions, any of which could adversely impact our business operations or delay necessary interactions with local regulators, manufacturing sites and other important agencies and contractors;

- the ability of our customers to pay for our products and services during and following the outbreak;
- the impact of the outbreak on the financial markets and economic activity generally;
- our ability to access usual sources of liquidity on reasonable terms; and
- our ability to comply with the financial covenant in our Credit Agreement if a material economic downturn results in increased indebtedness or substantially lower EBITDA.

The COVID-19 pandemic has significantly increased financial and economic volatility and uncertainty. A continued slowdown or downturn in the economy has begun to have, and we expect will continue to have, a negative impact on many of our customers. Our operations and financial results could be materially adversely impacted to the extent that the decline in certain customer orders are materially greater than we have experienced to date during the COVID-19 pandemic, or our expenses increase due to the impact of the pandemic, including as a result of impacts on our labor costs or productivity, supply chain disruptions or future actions by governments or businesses.

The COVID-19 pandemic continues to rapidly evolve, and it is unknown how long disruptions to our business operations resulting from the COVID-19 pandemic, including any disruptions relating to the ultimate geographic spread of the disease. However, any prolonged disruption could have a material adverse impact our business, financial condition and results of operations, and we will continue to monitor the situation closely.

In addition, the trading prices for our common stock and other chemical companies have been highly volatile as a result of the COVID-19 pandemic. As a result, we may face difficulties raising capital through equity or debt financings, or such financing transactions may be on unfavorable terms.

Please also refer to the complete Item 1A of the 2019 Form 10-K filed for additional risks and uncertainties facing the Company that may have a material adverse effect on the Company's business prospects, financial condition and results of operations. The COVID-19 pandemic, and responses to the pandemic by governments and businesses, have exacerbated many of the risks and potential impact of the factors addressed in Item 1A of the 2019 Form 10-K, and may affect us in additional ways or to an extent that we currently do not expect or consider to be significant.

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

Repurchases of our Common Stock during the three months ended March 31, 2020 are as follows:

| Period | Total Number of Shares Purchased[1] | Average Price Paid per Share | Total Number of Shares Purchased as Part of Publicly Announced Program | Approximate Dollar Value of Shares Remaining that may be Purchased Under the Program[2] |
|---|---|---|---|---|
| | | | (unaudited) | |
| January 1-31, 2020 | — | $ — | — | $ 1,213,000,000 |
| February 1-29, 2020 | 479,761 | $ 94.16 | 479,761 | $ 1,168,000,000 |
| March 1-31, 2020 | 1,229,670 | $ 85.41 | 1,229,670 | $ 1,063,000,000 |
| Total | 1,709,431 | | 1,709,431 | |

(1) May include shares withheld from employees to cover their withholding requirements for personal income taxes related to the vesting of restricted stock.

(2) As of March 31, 2020, our Board of Directors has authorized the repurchase of $5.4 billion of our Common Stock since February 2008.

See Note 11 - Stockholders' Equity in the accompanying unaudited interim consolidated financial statements for further information.

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

None.

**Item 4.** ***Mine Safety Disclosures***

None.

**Item 5.** ***Other Information***

None.

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**Item 6. *Exhibits*[(1)]**

| Exhibit Number | Description |
|---|---|
| 3.1 | Second Amended and Restated Certificate of Incorporation (incorporated by reference to Exhibit 3.1 to the Quarterly Report on Form 10-Q filed with the SEC on October 18, 2016). |
| 3.1(a) | Certificate of Amendment to the Second Amended and Restated Certificate of Incorporation of Celanese Corporation dated as of April 21, 2016 (incorporated by reference to Exhibit 3.1 to the Current Report on Form 8-K filed with the SEC on April 22, 2016). |
| 3.1(b) | Certificate of Amendment to the Second Amended and Restated Certificate of Incorporation of Celanese Corporation dated as of September 17, 2018 (incorporated by reference to Exhibit 3.1 to the Current Report on Form 8-K filed with the SEC on September 17, 2018). |
| 3.1(c) | Certificate of Amendment to the Second Amended and Restated Certificate of Incorporation of Celanese Corporation dated April 18, 2019 (incorporated by reference to Exhibit 3.1 to the Current Report on Form 8-K filed with the SEC on April 23, 2019). |
| 3.2 | Sixth Amended and Restated By-laws, amended effective July 15, 2019 (incorporated by reference to Exhibit 3.1 to the Current Report on Form 8-K filed with the SEC on July 18, 2019). |
| 10.1*‡ | Amendment Number Four to the Celanese Corporation Deferred Compensation Plan dated February 5, 2020. |
| 10.2*‡ | Form of Amendment Agreement to the 2019 Restricted Stock Unit Award Agreements dated February 5, 2020. |
| 10.3*‡ | Form of 2020 Performance-Based Restricted Stock Unit Award Agreement. |
| 10.4*‡ | Form of 2020 Time-Based Restricted Stock Unit Award Agreement. |
| 10.5*‡ | Executive Severance Benefits Plan, amended effective February 5, 2020. |
| 10.6*‡ | Amended and Restated Offer Letter, dated February 5, 2020, between Celanese Corporation and Lori Ryerkerk. |
| 10.7*‡ | Form of Amended and Restated Change in Control Agreement between Celanese Corporation and Lori J. Ryerkerk. |
| 10.8*‡ | Form of Amended and Restated Change in Control Agreement between Celanese Corporation and participant, together with a schedule identifying each of the executive officers with substantially identical agreements. |
| 10.9*‡ | Second Amendment to the Celanese Americas Supplemental Retirement Pension Plan, as amended and restated effective January 1, 2009, dated as of February 5, 2020. |
| 31.1* | Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. |
| 31.2* | Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. |
| 32.1* | Certification of Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002. |
| 32.2* | Certification of Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002. |
| 101.INS* | Inline XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document. |
| 101.SCH* | Inline XBRL Taxonomy Extension Schema Document. |
| 101.CAL* | Inline XBRL Taxonomy Extension Calculation Linkbase Document. |
| 101.DEF* | Inline XBRL Taxonomy Extension Definition Linkbase Document. |
| 101.LAB* | Inline XBRL Taxonomy Extension Label Linkbase Document. |
| 101.PRE* | Inline XBRL Taxonomy Extension Presentation Linkbase Document. |
| 104 | The cover page from the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2020 has been formatted in Inline XBRL. |

* Filed herewith.

‡ Indicates a management contract or compensatory plan or arrangement.

(1) The Company and its subsidiaries have in the past issued, and may in the future issue from time to time, long-term debt. The Company may not file with the applicable report copies of the instruments defining the rights of holders of long-term debt to the extent that the aggregate principal amount of the debt instruments of any one series of such debt instruments for which the instruments have not been filed has not exceeded or will not exceed 10% of the assets of the Company at any pertinent time. The Company hereby agrees to furnish a copy of any such instrument(s) to the SEC upon request.

**SIGNATURES**

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

CELANESE CORPORATION

By: /s/ LORI J. RYERKERK
Lori J. Ryerkerk
Chairman of the Board of Directors,
Chief Executive Officer and President

Date: April 28, 2020

By: /s/ SCOTT A. RICHARDSON
Scott A. Richardson
Executive Vice President and
Chief Financial Officer

Date: April 28, 2020

# AMENDMENT NUMBER FOUR

## to the

## CELANESE CORPORATION DEFERRED COMPENSATION PLAN

The Celanese Corporation Deferred Compensation Plan (the "Plan") is amended effective as of February 5, 2020 as follows:

1. Section 1.12 of the Plan is hereby deleted and replaced with the following:

1.12 "Change in Control" will be deemed to have occurred for purposes hereof, upon any one of the following events:

(i) Any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (a "Person") becomes the beneficial owner (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 30% or more of either (A) the then-outstanding shares of common stock of the Company (the "Outstanding Company Common Stock") or (B) the combined voting power of the then-outstanding voting securities of the Company entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities"); provided, however, that, for purposes of this subparagraph, the following acquisitions shall not constitute a Change of Control: (i) any acquisition directly from the Company, (ii) any acquisition by the Company, (iii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any Affiliate, or (iv) any acquisition pursuant to a transaction that complies with clauses (A), (B) or (C) in paragraph (iii) of this definition; or

(ii) Individuals who, as of the effective date of this Agreement, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the effective date of this Agreement whose election, or nomination for election by the Company's stockholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual was a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or

other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or

(iii) Consummation of a reorganization, merger, statutory share exchange or consolidation or similar transaction involving the Company or any of its subsidiaries, a sale or other disposition of all or substantially all of the assets of the Company, or the acquisition of assets or stock of another entity by the Company or any of its subsidiaries (each, a "Business Combination"), in each case unless, following such Business Combination, (A) all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding Company Common Stock and the Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then-outstanding shares of common stock (or, for a non-corporate entity, equivalent securities) and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors (or, for a non-corporate entity, equivalent governing body), as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity that, as a result of such transaction, owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership immediately prior to such Business Combination of the Outstanding Company Common Stock and the Outstanding Company Voting Securities, as the case may be, (B) no Person (excluding any corporation resulting from such Business Combination or any employee benefit plan (or related trust) of the Company or such corporation resulting from such Business Combination) beneficially owns, directly or indirectly, 30% or more of, respectively, the then-outstanding shares of common stock of the corporation resulting from such Business Combination or the combined voting power of the then-outstanding voting securities of such corporation, except to the extent that such ownership existed prior to the Business Combination, and (C) at least a majority of the members of the board of directors (or, for a non-corporate entity, equivalent governing body) of the entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement or of the action of the Board providing for such Business Combination; or

(iv) Approval by the stockholders of the Company of a complete liquidation or dissolution of the Company.

IN WITNESS WHEREOF, this Amendment Number Four is signed this 5th day of February, 2020.

**CELANESE CORPORATION DEFERRED COMPENSATION PLAN COMMITTEE**

For the Committee

By: /s/ Jose Motta
Jose Motta, Chair

**Exhibit 10.2**

[Form of Amendment Agreement]

**CELANESE CORPORATION**
**2018 GLOBAL INCENTIVE PLAN**

**AMENDMENT TO**
**2019 RESTRICTED STOCK UNIT**
**AWARD AGREEMENTS**

This Amendment to 2019 Restricted Stock Unit Award Agreement(s) (this "Amendment Agreement") is made and entered into by and between Celanese Corporation, a Delaware corporation (the "Company"), and **[Participant Name]** (the " Participant"), effective as of February 5, 2020. Capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to such terms in the Celanese Corporation 2018 Global Incentive Plan (as amended from time to time, the "2018 Plan").

**Recitals**

A. The Company and the Participant are parties to that certain (1) Performance-Based Restricted Stock Unit Award Agreement dated during 2019 (the "2019 PRSU Award Agreement") and/or (2) Time-Based Restricted Stock Unit Award Agreement dated during 2019 (the "2019 RSU Award Agreement" and, together with the 2019 PRSU Award Agreement, collectively, the "Award Agreements"), each made under and pursuant to the 2018 Plan.

B. The Company desires to amend the Award Agreements as hereinafter provided in a manner that is more beneficial to the Participant.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants of the Party set forth in this Amendment Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby expressly covenant, consent, and agree as follows:

1. The definition of "Change in Control" contained in the Award Agreements is hereby amended to read in its entirety as follows:

"*Change in Control*" means:

(i) Any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (a "Person") becomes the beneficial owner (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 30% or more of either (A) the then-outstanding shares of common stock of the Company (the "Outstanding Company Common Stock") or (B) the combined voting power of the then-outstanding voting securities of the Company entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities"); provided, however, that, for purposes of this subparagraph, the following acquisitions shall not constitute a Change of Control: (i) any acquisition directly from the Company, (ii) any acquisition by the Company, (iii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any Affiliate, or (iv) any acquisition pursuant to a transaction that complies with clauses (A), (B) or (C) in paragraph (iii) of this definition; or

(ii) Individuals who, as of the effective date of this Agreement, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the effective date of this Agreement whose election, or nomination for election by the Company's stockholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual was a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or

(iii) Consummation of a reorganization, merger, statutory share exchange or consolidation or similar transaction involving the Company or any of its subsidiaries, a sale or other disposition of all or substantially all of the assets of the Company, or the acquisition of assets or stock of another entity by the Company or any of its subsidiaries (each, a "Business Combination"), in each case unless, following such Business Combination, (A) all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding Company Common Stock and the Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then-outstanding shares of common stock (or, for a non-corporate entity, equivalent securities) and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors (or, for a non-corporate entity, equivalent governing body), as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity that, as a result of such transaction, owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership immediately prior to such Business Combination of the Outstanding Company Common Stock and the Outstanding Company Voting Securities, as the case may be, (B) no Person (excluding any corporation resulting from such Business Combination or any employee benefit plan (or related trust) of the Company or such corporation resulting from such Business Combination) beneficially owns, directly or indirectly, 30% or more of, respectively, the then-outstanding shares of common stock of the corporation resulting from such Business Combination or the combined voting power of the then-outstanding voting securities of such corporation, except to the extent that such ownership existed prior to the Business Combination, and (C) at least a majority of the members of the board of directors (or, for a non-corporate entity, equivalent governing body) of the entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement or of the action of the Board providing for such Business Combination; or

(iv) Approval by the stockholders of the Company of a complete liquidation or dissolution of the Company.

Notwithstanding the foregoing, if it is determined that an Award hereunder is subject to the requirements of Section 409A and the Change in Control is a "payment event" under Section 409A for such Award, the Company will not be deemed to have undergone a Change in Control unless the Company is deemed to have undergone a "change in control event" pursuant to the definition of such term in Section 409A.

2. In all other respects, the Award Agreements shall remain unchanged and in full force and effect.

[signature on following page]

IN WITNESS WHEREOF, the Company has caused this Amendment Agreement to be executed on its behalf by its duly authorized officer. Execution by the Participant is not required.

**CELANESE CORPORATION**

/s/ Lori J. Ryerkerk

By: Lori J. Ryerkerk
Chief Executive Officer

[Form of 2020 Performance-Based RSU Agreement]

**CELANESE CORPORATION**
**2018 GLOBAL INCENTIVE PLAN**

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

Pursuant to the terms and conditions of the Celanese Corporation 2018 Global Incentive Plan, you have been awarded Performance-Based Restricted Stock Units, subject to the restrictions described in this Agreement. In addition to the information included in this Award Agreement, the Participant's name and the number of Restricted Stock Units awarded can be found in the Grant Summary located in the electronic stock plan award administration system maintained by the Company or its designee that contains a link to this Agreement (which summary information is set forth in the appropriate records of the Company authorizing such award).

**2020 Performance RSU Award**

**Target Award: [Number of Shares Granted] Units**

This grant is made pursuant to the Performance-Based Restricted Stock Unit Award Agreement dated as of [Grant Date], between Celanese and [Participant Name], covering a performance period from January 1, 2020 through December 31, 2022, which Agreement is attached hereto and made a part hereof.

**CELANESE CORPORATION**
**2018 GLOBAL INCENTIVE PLAN**

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

This Performance-Based Restricted Stock Unit Award Agreement (the "**Agreement**") is made and entered into as of **[Grant Date]** (the "**Grant Date**"), by and between Celanese Corporation, a Delaware corporation ("**Celanese**" and together with the participating subsidiaries that are employers of the Participants, the "**Company**"), and **[Participant Name]** (the "**Participant**"). Capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to such terms in the Celanese Corporation 2018 Global Incentive Plan (as amended from time to time, the "**2018 Plan**").

1. **Performance RSU Award**: In order to encourage the Participant's contribution to the successful performance of the Company, Celanese hereby grants to the Participant as of the Grant Date, pursuant to the terms of the 2018 Plan and this Agreement, an award (the "**Award**") of [Number of Shares Granted] performance-based Restricted Stock Units ("**Performance RSUs**") representing the right to receive, subject to the attainment of the performance goals set forth in Appendix A, the number of Common Shares to be determined in accordance with the formula set forth in Appendix A. The Participant hereby acknowledges and accepts such Award upon the terms and subject to the performance requirements and other conditions, restrictions and limitations contained in this Agreement and the 2018 Plan.

2. **Performance-Based Adjustment and Vesting**:

(a) Subject to Section 3 and Section 6 of this Agreement, the Performance RSUs are subject to adjustment for performance during the Performance Period in accordance with the performance measures, targets and methodology set forth in Appendix A. The number of Performance RSUs determined after the Performance Period based on such performance is referred to as the "**Performance-Adjusted RSUs**."

(b) Subject to Section 3 and Section 6 of this Agreement, the Performance-Adjusted RSUs shall vest on February 15, 2023 (the "**Vesting Date**"). The period between the Grant Date and the Vesting Date shall be referred to as the "**Vesting Period**."

3. **Effects of Certain Events**:

(a) If the Participant's employment with the Company is terminated by the Company without Cause or due to the Participant's Retirement prior to the Vesting Date (other than as provided in Section 3(b)), then:

(i) in all such cases the Performance RSUs shall remain subject to adjustment for performance as provided in Section 2(a) above, including if such termination of employment occurs during the Performance Period; and

(ii) a prorated number of the Performance-Adjusted RSUs will vest on the Vesting Date in an amount equal to (x) the unvested Performance-Adjusted RSUs in the

Vesting Period multiplied by (y) a fraction, the numerator of which is the number of complete and partial calendar months from the Grant Date to the date of termination, and the denominator of which is the number of complete and partial calendar months in the Vesting Period, such product to be rounded up to the nearest whole number.

Such prorated Performance-Adjusted RSUs will be settled following the Vesting Date in accordance with the provisions of Section 4, subject to any applicable taxes under Section 7 upon such vesting and settlement. The remaining portion of the Award shall be immediately forfeited and cancelled without consideration as of the date of the Participant's termination of employment. To the extent permitted by applicable country, state or province law, as consideration for the vesting provisions upon Retirement contained in this Section 3(a), upon Retirement, the Participant shall enter into a departure and general release of claims agreement with the Company that includes two-year noncompetition and non-solicitation covenants in a form acceptable to the Company.

If at any time on or before the Vesting Date the Company determines, in its sole discretion, that the Participant engaged in an act constituting Cause, the Participant's employment shall be considered to have been terminated for Cause, and his or her Award shall be forfeited and cancelled without consideration pursuant to Section 3(d), regardless of whether the Participant's termination initially was considered to have been without Cause. In each such case, the provisions of Section 3(a)(i) and (ii) are inapplicable.

(b) Notwithstanding any provision herein to the contrary, if the Participant's employment with the Company is terminated by the Company in connection with a Qualifying Disposition, as determined by the Company in its sole discretion, other than for Cause, and regardless of whether the Participant is then eligible for Retirement or is offered employment with the acquiror or successor, then:

(i) a prorated number of the unvested Performance RSUs determined in accordance with the provisions of Section 3(a) had those provisions applied shall remain subject to adjustment for performance as provided in Section 2(a) above, including if such termination of employment occurs during the Performance Period, and shall be settled in accordance with the provisions of Section 3(a); and

(ii) the remaining number of the unvested Performance RSUs that would have otherwise been forfeited had the provisions of Section 3(a) applied shall remain subject to adjustment for performance as provided in Section 2(a) above, including if such termination of employment occurs during the Performance Period, and any such Performance-Adjusted RSUs will vest and be settled in accordance with the provisions of Section 4, subject to any applicable taxes under Section 7 upon such vesting and settlement.

Notwithstanding the foregoing, in case of a termination of employment covered by this Section 3(b), if the Committee determines that the Participant has been offered employment with the acquiror or successor and in connection with that employment will receive a substitute award from the acquiror or successor with an equivalent (or greater) economic value and no less favorable vesting conditions as this Award, the Committee, in its sole discretion, may determine not to provide for the additional vesting under clause (ii) of this Section 3(b).

(c) If the Participant's employment with the Company is terminated due to the Participant's death or Disability prior to the Vesting Date, then a prorated number of Performance RSUs will vest 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 and partial calendar months from the Grant Date to the date of termination, and the denominator of which is the number of complete and partial calendar months in the Vesting Period, such product to be rounded up to the nearest whole number.

The prorated number of Performance RSUs shall immediately vest and a number of Common Shares equal to such prorated number of Performance RSUs described above shall be delivered to the Participant or beneficiary within thirty (30) days following the date of termination, subject to the provisions of Section 7. The remaining portion of the Award shall be immediately forfeited and cancelled without consideration as of the date of the Participant's termination of employment for death or Disability.

(d) Upon the termination of a Participant's employment with the Company for any other reason prior to the Vesting Date, the Award shall be immediately forfeited and cancelled without consideration as of the date of the Participant's termination of employment.

A Participant's employment will be considered to have been terminated for Cause, and the Award forfeited and cancelled without consideration, if the Company determines, in its sole discretion, that the Participant engaged in an act constituting Cause at any time prior to the Vesting Date, regardless of whether the Participant's termination initially was considered to have been without Cause.

4. **Settlement of Performance RSUs**: The Committee shall determine the Performance-Adjusted RSUs as soon as administratively practicable following the computation of the Company's performance for the Performance Period (but not later than 2 ½ months after the end of the Performance Period (i.e., March 15, 2023)). The date of such determination is referred to as the "**Performance Certification Date**." Subject to Sections 2, 3, 5, 6 and 7 of this Agreement, the Company shall deliver to the Participant (or to a Company-designated brokerage firm or plan administrator) as soon as administratively practicable after the Performance Certification Date (but not later than 2 ½ months after the end of the Performance Period (i.e., March 15, 2023)), in complete settlement of the Performance-Adjusted RSUs vesting on such Vesting Date, a number of Common Shares equal to the Performance-Adjusted RSUs determined in accordance with this Agreement.

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

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

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

(i) If (i) a Participant's rights to the unvested portion of the Award are not adversely affected in connection with the Change in Control, or, if adversely affected, a substitute award with an equivalent (or greater) economic value and no less favorable vesting conditions is granted to the Participant upon the occurrence of a Change in Control, and (ii) the Participant's employment is terminated by the Company (or its successor) without Cause within two years following the Change in Control, then Performance RSUs in an amount equal to the higher of (A) the Target number of Performance RSUs granted hereby (or, as applicable, the substitute award) or (B) the number of Performance RSUs payable based on

estimated Company performance during the Performance Period through the Change in Control as determined by the Committee in accordance with this Agreement, shall immediately vest and a number of Common Shares equal to the number of Performance RSUs so determined shall be delivered to the Participant within thirty (30) days following the date of termination, subject to the provisions of Section 7.

(ii) If a Participant's right to the unvested portion of the Award is adversely affected in connection with the Change in Control and a substitute award is not made pursuant to Section 6(a)(i) above, then upon the occurrence of a Change in Control, a number of Performance RSUs equal to the higher of (A) the Target number of Performance RSUs granted hereby or (B) the number of Performance RSUs payable based on estimated Company performance during the Performance Period through the Change in Control as determined by the Committee in accordance with this Agreement, shall immediately vest and a number of Common Shares equal to the number of Performance RSUs so determined shall be delivered to the Participant within thirty (30) days following the occurrence of the Change in Control, subject to the provisions of Section 7.

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

7. **Income and Other Taxes**: The Company shall not deliver Common Shares in respect of any vested Performance RSUs unless and until the Participant has made arrangements satisfactory to the Committee to satisfy applicable withholding tax obligations for U.S. federal, state, and local income taxes (or the foreign counterpart thereof) and applicable employment taxes. Unless otherwise permitted by the Committee, withholding shall be effectuated by withholding Performance RSUs in connection with the vesting and/or settlement of Performance-Adjusted RSUs. Withholding shall be effected using the required statutory rates authorized by the U.S. Internal Revenue Service (for U.S. Participants) and applicable foreign counterparts; however, if the requirements of ASC Topic 718 (or any successor applicable equity accounting standard applicable to this Award) are changed, then the Company, at its discretion, may effectuate the withholding at the higher of (1) the required statutory rates authorized by the U.S. Internal Revenue Service (for U.S. Participants) and applicable foreign counterparts, or (2) a rate or method chosen by the Company consistent with ASC Topic 718 (or any successor applicable equity accounting standard applicable to this Award) and the U.S. Internal Revenue Service withholding regulations or other applicable tax requirements, not to exceed maximum statutory rates. The Participant acknowledges that the Company shall have the right to deduct any taxes required to be withheld by law in connection with the vesting or settlement of Performance-Adjusted RSUs from any amounts payable by it to the Participant (including, without limitation, future cash wages). The Participant acknowledges and agrees that amounts withheld by the Company for taxes may be less than amounts actually owed for taxes by the Participant in respect of the Award. Any vested Performance-Adjusted RSUs shall be reflected in the Company's records as issued on the respective dates of issuance set forth in this Agreement, irrespective of whether delivery of such Common Shares is pending the Participant's satisfaction of his or her withholding tax obligations.

8. **Securities Laws**: The Company may impose such restrictions, conditions or limitations as it determines appropriate as to the timing and manner of any resales by the Participant or other subsequent transfers by the Participant of any Common Shares issued as a result of the vesting or settlement of the Performance RSUs, including without limitation (a) restrictions under an insider trading policy, and (b) restrictions as to the use of a specified brokerage firm for such resales or other transfers. Upon the acquisition of any Common Shares pursuant to the vesting or settlement of the Performance-Adjusted RSUs, the

Participant will make or enter into such written representations, warranties and agreements as the Company may reasonably request in order to comply with applicable securities laws or with this Agreement and the 2018 Plan. All accounts in which such Common Shares are held or any certificates for Common Shares shall be subject to such stop transfer orders and other restrictions as the Company may deem advisable under the rules, regulations and other requirements of the Securities and Exchange Commission, any stock exchange or quotation system upon which the Common Shares are then listed or quoted, and any applicable federal or state securities law, and the Company may cause a legend or legends to be put on any such certificates (or other appropriate restrictions and/or notations to be associated with any accounts in which such Common Shares are held) to make appropriate reference to such restrictions.

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

10. **Other Agreements; Release of Claims**: Subject to Sections 10(a), 10(b) and 10(c) of this Agreement, this Agreement and the 2018 Plan constitute the entire understanding between the Participant and the Company regarding the Award, and any prior and/or contemporaneous agreements, understandings, representations, discussions, commitments or negotiations concerning the Award, whether written or oral, are superseded. No oral statements or other prior written material not specifically incorporated into this Agreement, other than the 2018 Plan, shall be of any force or effect.

(a) The Participant acknowledges that as a condition to the receipt of the Award, the Participant:

(1) shall have delivered to the Company an executed copy of this Agreement;

(2) shall be subject to the Company's stock ownership guidelines, to the extent applicable to the Participant;

(3) shall be subject to policies and agreements adopted by the Company from time to time, and applicable laws and regulations, requiring the repayment by the Participant of incentive compensation under certain circumstances, including that certain Celanese Corporation Incentive Compensation Recoupment Policy adopted by the Committee on October 16, 2019 (collectively, "**Clawback Policies**"), without any further act or deed or consent of the Participant; and

(4) shall have delivered to the Company an executed copy of the current form of Long-Term Incentive Claw-Back Agreement, as determined by the Committee in its sole discretion. For purposes hereof, "Long-Term Incentive Claw-Back Agreement" means an agreement between the Company and the Participant associated with the grant of long-term incentives of the Company, which contains terms, conditions, restrictions and provisions regarding one or more of (i) noncompetition by the Participant with the Company, and its customers and clients; (ii) non-solicitation and non-hiring by the Participant of the Company's employees, former employees or consultants; (iii) maintenance of confidentiality of the Company's and/or clients' information, including intellectual property; (iv) nondisparagement of the Company; and (v) such other matters deemed necessary, desirable or appropriate by the Company for such an agreement in view of the rights and benefits conveyed in connection with an award.

**(b) The Participant acknowledges that if the Participant violates any of the terms or provisions of the Clawback Policies or the Long-Term Incentive Claw-Back Agreement, whether before or after termination of employment, then the Company will, to the fullest extent permitted by applicable law, (i) terminate the Participant's rights in any unvested Performance RSUs under this Award, and (ii) claw back (i.e., recover) all Common Shares previously issued under this Award.**

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

11. **Not a Contract for Employment; No Acquired Rights; Agreement Changes**: This Agreement and the Award evidenced hereby are not an employment agreement, and nothing in this Agreement, the International Supplement, if applicable, or the 2018 Plan shall alter the Participant's status as an "at-will" employee of the Company or your employment status at the Company. None of this Agreement, the International Supplement, if applicable, or the 2018 Plan shall be construed as guaranteeing your employment by the Company, or as giving you any right to continue in the employ of the Company, during any period (including without limitation the period between the Date of the Agreement and the Vesting Date, or any portion of such period), nor shall they be construed as giving you any right to be reemployed by the Company following any termination of employment. This Agreement and the Award evidenced hereby, and all other long-term incentive awards and other equity-based awards, are discretionary. This Award does not confer on the Participant any right or entitlement to receive another Award or any other equity-based award at any time in the future or in respect of any future period. The Company has made this Award to you in its sole discretion. This Award does not confer on you any right or entitlement to receive compensation in any specific amount for any future year, and does not diminish in any way the Company's discretion to determine the amount, if any, of your compensation. This Award is not part of your base salary or wages and will not be taken into account in determining any other employment-related rights you may have, such as rights to pension or severance pay. The Company has the right, at any time and for any reason, to amend, suspend or terminate the 2018 Plan; provided, however, that no such amendment, suspension, or termination shall adversely affect the Participant's rights hereunder.

12. **Severability**: Should any provision of this Agreement be declared or held to be illegal, invalid or otherwise unenforceable, (a) such provision shall either be reformed, if possible, to the extent necessary to render it legal, valid and enforceable, or otherwise severed, (b) the remainder of this Agreement shall not be affected except to the extent necessary to reform or sever such illegal, invalid or unenforceable provision, and (c) in no event should such partial invalidity affect the remainder of this Agreement, which shall still be enforced.

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

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

15. **Electronic Delivery**: By executing this Agreement, the Participant hereby consents to the delivery of any and all information (including, without limitation, information required to be delivered to the Participant pursuant to applicable securities laws), in whole or in part, regarding the Company and its subsidiaries, the 2018 Plan, and the Award via electronic mail, the Company's or a plan administrator's web site, or other means of electronic delivery.

16. **Personal Data**: By accepting the Award under this Agreement, the Participant hereby consents to the Company's use, dissemination and disclosure of any information pertaining to the Participant that the Company determines to be necessary or desirable for the implementation, administration and management of the 2018 Plan.

17. **Miscellaneous**:

(a) **Governing Law**. Notwithstanding the place where this Agreement may be executed by any of the parties hereto, the parties expressly agree that all the terms and provisions hereof shall be governed by, construed under and interpreted in accordance with the laws of the State of Delaware, without regard to its conflicts of laws rules.

(b) **Notice**. The Participant is reminded to read the following carefully and after consulting with counsel of their choice:

The Participant agrees that the following provisions requiring arbitration, prohibiting recovery of attorneys' fees, waiving class actions and mass actions, waiving the right to a jury trial, waiving any right to seek punitive damages, limiting actual damages, and limiting remedies by waiving any right to injunctive or other equitable or legal relief are and were an important part of the Company's decision to adopt the Operative Documents and for Participant to be offered this Agreement. The Participant understands and agrees that absent the foregoing provisions, the Operative Documents would not have been offered or entered into or would have materially changed. The Participant acknowledges the benefits of receiving potential incentive awards. In reliance on the Participant's intent to abide by and enter into the following provisions, the parties have entered into the Operative Documents.

(c) **MANDATORY ARBITRATION.** All disputes arising out of or related in any manner to the Operative Documents shall be resolved exclusively by arbitration to be conducted only in the county and state of Dallas, Texas in accordance with the rules of the *International Institute for Conflict Prevention and Resolution Rules for Non-Administered Arbitration* ("**CPR**") applying the laws of Delaware and by a sole arbitrator. Within 45 days of the service of any demand for arbitration, the parties shall attempt to mutually agree on the appointment of an arbitrator and may seek names of potential arbitrators from CPR for their consideration. Failing agreement on selection of an agreed arbitrator, upon written request of either party, CPR shall appoint a single arbitrator in accordance with its rules, with the parties expressing a contractual preference for the selection of a retired judge with at least 10 years of judicial experience. Discovery shall be as provided by the CPR rules. The arbitration award shall be in writing and shall include a reasoned opinion by the Arbitrator. Consistent with the waiver of all claims to punitive or exemplary damages, the Arbitrator shall have no authority to award such damages. The parties understand that their right to appeal or to seek modification of any ruling or award of the arbitrator is severely limited, if any. Awards issued by the arbitrator shall be final and binding, and judgment may be entered on it in any court of competent jurisdiction. All parties shall keep confidential the fact of the arbitration, the dispute being arbitrated, and the decision of the arbitrator. Any and all disputes regarding this arbitration provision and its enforceability shall be exclusively submitted to the United States District Court for the District of Delaware, if it has jurisdiction, and failing that, to the Delaware state court in Wilmington, Delaware.

(d) **NO RECOVERY OF ATTORNEYS' FEES AND COSTS.** Each party agrees that in any litigation or proceeding between the parties arising out of, connected with, related to, or incidental to the relationship between them in connection with the Operative Documents, each party shall bear all of its own attorneys' fees and costs regardless of which party prevails, except when prohibited by applicable law.

(e) **CLASS ACTION AND MASS ACTION WAIVER.** As part of this provision of arbitration as the contracted method of all dispute resolution under this Agreement, any claim, whether brought in a court of law or in arbitration, must be brought in the Participant's individual capacity, and not as a representative of any purported class or as a "mass action" (involving multiple plaintiffs) ("**Class/Mass Action**"). The parties expressly waive any ability to maintain any Class/Mass Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class/Mass Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class/Mass Action waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. The Participant understands that but for this Agreement, he or she would have had a right to litigate through a court, to have a judge or jury decide the case and to be party to a Class/Mass Action. However, in exchange for the potential incentive awards provided herein and the receipt of the benefit of arbitration, the Participant understands and chooses to have only his or her individual claims decided, each in a separate case, by an arbitrator.

(f) **WAIVER OF JURY TRIAL.** To the extent permitted by applicable law and expressly because of the complexity of the matters in the Operative Documents, each party waives any right to have a jury participate in resolving any dispute arising out of or relating to the Operative Documents.

(g) **WAIVER OF PUNITIVE AND EXEMPLARY DAMAGE CLAIMS.** The Participant waives, to the fullest extent allowed by law, any claims or rights to recover punitive, exemplary or similar damages.

(h) **LIMIT ON ACTUAL DAMAGES.** In no event may the actual damages awarded to the Participant in a dispute arising out of or relating to the Operative Documents exceed the Fair Market Value of the Performance RSU Target Award set forth on the first page of this Agreement as of the vesting date, reduced by the value of any shares or payments previously received under this Agreement (the "**Damages Limit**"). The Participant knowingly, voluntarily and irrevocably waives and releases any claim to damages in excess of this Damages Limit.

(i) **LIMITATION OF REMEDIES.** Except when prohibited by applicable law, the procedures and remedies set forth in this Agreement shall constitute the sole remedies available to the Participant. In no event shall the Participant seek equitable relief, injunctive relief, or otherwise bring claims directly or derivatively for ultra vires, corporate waste, breach of fiduciary duty, or any other claim or cause of action, whether legal or equitable, sounding in contract or tort. Nothing in this clause is intended to waive or limit any claim brought pursuant to any federal or state statute related to the protection of civil rights. Should any provision in this Agreement be found by a court of competent jurisdiction, after all appellate rights are exhausted, to be unenforceable or void, the Parties expressly agree to sever such provision and to otherwise proceed to dispute resolution with the remaining provisions in the Mandatory Arbitration provisions.

18. **Performance RSUs Subject to Plan**: By entering into this Agreement the Participant agrees and acknowledges that the Participant has received and read a copy of the 2018 Plan and the 2018 Plan's prospectus. The Performance RSUs and the Common Shares issued upon settlement of such Performance RSUs are subject to the 2018 Plan, which is hereby incorporated by reference. In the event of any conflict between any term or provision of this Agreement and a term or provision of the 2018 Plan, the applicable terms and provisions of the 2018 Plan shall govern and prevail.

19. **Validity of Agreement**: This Agreement shall be valid, binding and effective upon the Company on the Grant Date. The Participant must accept this Agreement electronically pursuant to the

online acceptance procedure established by the Company within ninety (90) days; otherwise the Company may, in its sole discretion, rescind the Award in its entirety.

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

21. **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 Code. The Company reserves the right to change the terms of this Agreement and the 2018 Plan without the Participant's consent to the extent necessary or desirable to comply with the requirements of Code Section 409A. 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. In addition, if the Participant is a "specified employee" within the meaning of Code Section 409A, as determined by the Company, any payment made in connection with the Participant's separation from service shall not be made earlier than six (6) months and one day after the date of such separation from service to the extent required by Code Section 409A.

22. **Definitions**: The following terms shall have the following meanings for purposes of this Agreement, notwithstanding any contrary definition in the 2018 Plan:

(a) "*Adjusted Earnings Per Share*" or "*Adjusted EPS*" means a measure used by the Company's management to measure performance, defined as earnings (loss) from continuing operations attributable to Celanese Corporation, adjusted for income tax (provision) benefit, certain items, refinancing and related expenses, divided by the number of basic common shares and dilutive restricted stock units and stock options calculated using the treasury method and further adjusted for certain items as determined by the Company (consistent with the provisions of Section 13(b) of the 2018 Plan) and as approved by the Committee.

Note: The income tax rate used for adjusted earnings per share approximates the midpoint in a range of forecasted tax rates for the year. This range may include certain partial or full-year forecasted tax opportunities, where applicable, and specifically excludes changes in uncertain tax positions, discrete items and other material items adjusted out of our GAAP earnings for adjusted earnings per share purposes, and changes in management's assessments regarding the ability to realize deferred tax assets. In determining the adjusted earnings per share tax rate, we reflect the impact of foreign tax credits when utilized, or expected to be utilized, absent discrete events impacting the timing of foreign tax credit utilization. We analyze this rate quarterly and adjust if there is a material change in the range of forecasted tax rates; an updated forecast would not necessarily result in a change to our tax rate used for adjusted earnings per share. The adjusted tax rate is an estimate and may differ from the actual tax rate used for GAAP reporting in any given reporting period. It is not practical to reconcile our prospective adjusted tax rate to the actual GAAP tax rate in any given future period.

(b) "*Adjusted EBIT"* means net earnings (loss) attributable to Celanese Corporation, plus (earnings) loss from discontinued operations, less interest income, plus interest expense, refinancing expense and taxes, and further adjusted for certain items attributable to Celanese Corporation as determined by the Company (consistent with the provisions of Section 13(b) of the 2018 Plan) and as approved by the Committee.

(c) "*Cause*" means, as determined by the Company in its sole discretion, (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 the Participant of such failure, (ii) the Participant's 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 violation of the Company's business conduct policy, (vi) any violation of the Company's policies concerning harassment or discrimination by the Participant, (vii) the Participant's conduct that causes harm to the business reputation of the Company or its affiliates, or (viii) the Participant's breach of any confidentiality, intellectual property, noncompetition or non-solicitation provisions applicable to the Participant under the Long-Term Incentive Claw-Back Agreement or any other agreement between the Participant and the Company. "Cause" shall be determined by the Company in its sole discretion, and such determination shall be final, binding, and conclusive on the Participant.

(d) "*Change in Control*" means:

(i) any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (a "Person") becomes the beneficial owner (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 30% or more of either (A) the then-outstanding shares of common stock of the Company (the "Outstanding Company Common Stock") or (B) the combined voting power of the then-outstanding voting securities of the Company entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities"); provided, however, that, for purposes of this subparagraph, the following acquisitions shall not constitute a Change of Control: (i) any acquisition directly from the Company, (ii) any acquisition by the Company, (iii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any Affiliate, or (iv) any acquisition pursuant to a transaction that complies with clauses (A), (B) or (C) in paragraph (iii) of this definition; or

(ii) individuals who, as of the effective date of this Agreement, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the effective date of this Agreement whose election, or nomination for election by the Company's stockholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual was a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or

(iii) consummation of a reorganization, merger, statutory share exchange or consolidation or similar transaction involving the Company or any of its subsidiaries, a sale or other disposition of all or substantially all of the assets of the Company, or the acquisition of assets or stock of another entity by the Company or any of its subsidiaries (each, a "Business Combination"), in each case unless, following such Business Combination, (A) all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding Company Common Stock and the Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then-outstanding shares of common stock (or, for a non-corporate

entity, equivalent securities) and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors (or, for a non-corporate entity, equivalent governing body), as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity that, as a result of such transaction, owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership immediately prior to such Business Combination of the Outstanding Company Common Stock and the Outstanding Company Voting Securities, as the case may be, (B) no Person (excluding any corporation resulting from such Business Combination or any employee benefit plan (or related trust) of the Company or such corporation resulting from such Business Combination) beneficially owns, directly or indirectly, 30% or more of, respectively, the then-outstanding shares of common stock of the corporation resulting from such Business Combination or the combined voting power of the then-outstanding voting securities of such corporation, except to the extent that such ownership existed prior to the Business Combination, and (C) at least a majority of the members of the board of directors (or, for a non-corporate entity, equivalent governing body) of the entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement or of the action of the Board providing for such Business Combination; or

(iv) approval by the stockholders of the Company of a complete liquidation or dissolution of the Company.

Notwithstanding the foregoing, if it is determined that an Award hereunder is subject to the requirements of Section 409A and the Change in Control is a "payment event" under Section 409A for such Award, the Company will not be deemed to have undergone a Change in Control unless the Company is deemed to have undergone a "change in control event" pursuant to the definition of such term in Section 409A.

(e) "*Disability*" has the same meaning as "Disability" in the Celanese Corporation 2008 Deferred Compensation Plan or such other meaning as determined by the Committee in its sole discretion, provided that in all events a "Disability" under this Agreement shall constitute a "disability" within the meaning of Treasury Regulation Section 1.409A-3(i)(4).

(f) "*Operative Documents*" means the 2018 Plan and this Agreement.

(g) "*Peer Group*" means, subject to the provisions below, entities included in the S&P 500 as of December 31, 2019. This is a "closed group"; therefore, changes in the Peer Group during the period specified in the definition of Total Stockholder Return, shall be handled as follows:

(1) Closed Group: The composition of the Peer Group will be determined on the date specified above, and "frozen" as of that date; subsequent changes to the composition of the index will not change the Peer Group. Companies will not be market capitalization weighted.

(2) Multiple Class Companies: If a company in the S&P500 has more than one class of shares trading, only the "Class A" shares will be included in the Peer Group.

(3) Acquisitions: If a company in the Peer Group is acquired during the Performance Period, such company is excluded from the Peer Group for purposes of the TSR calculation.

(4) Spinoffs: The surviving parent entity will be retained in the Peer Group, by treating the value of the spinco as a reinvested dividend in parent stock.

(5) Bankruptcy: If a company in the Peer Group files for bankruptcy protection or is otherwise insolvent during the Performance Period, such company shall remain in the Peer Group but shall be assigned the lowest ranked TSR.

(6) No Trading: If a company is in the S&P500 but is not trading as of December 31, 2019, then it will be excluded from the Peer Group. If a company in the Peer Group is otherwise no longer publicly traded on the last day of the Performance Period, such company shall remain in the Peer Group but shall be assigned the lowest possible ranking for TSR.

(h) "*Performance Period*" means the three-year period from January 1, 2020 through December 31, 2022.

(i) "*Qualifying Disposition*" means a sale or other disposition by the Company or one or more subsidiaries of all or part of a business, business unit, segment or subsidiary in a stock, asset, merger or other similar transaction or combination thereof, and determined by the Committee to be a Qualifying Disposition.

(j) "*Relative Total Stockholder Return*" or "*Relative TSR*" is assessed in comparison of the percentile rank in TSR to the Peer Group. The lowest ranked company will be the 0% rank, the middle ranked company will be the 50th percentile rank and the top ranked company will be the 100th percentile rank.

(k) "*Retirement*" of the Participant shall mean a voluntary separation from service on or after the date when the Participant is both fifty-five (55) years of age and has ten years of service with the Company, as determined by the Company in its discretion based on payroll records. Retirement shall not include voluntary separation from service in which the Company could have terminated the Participant's employment for Cause.

(l) "*Return on Capital Employed*" or "*ROCE*" means a measure used by the Company's management to measure performance and is defined as Adjusted EBIT divided by capital employed, which is the beginning and end-of-year average of the sum of property, plant and equipment, net; trade working capital (calculated as trade receivables, net plus inventories less trade payables - third party and affiliates); goodwill; intangible assets, and investments in affiliates, adjusted to eliminate noncontrolling interests, and certain items as determined by the Company (consistent with the provisions of Section 13(b) of the 2018 Plan) and as approved by the Committee.

(m) "*Settlement Date*" means the date that Common Shares are delivered to the Participant following the Vesting Date.

(n) "*Total Stockholder Return*" or "*TSR*" measures the percent change in share price from the beginning of the Performance Period to the end of the Performance Period and assumes immediate reinvestment of dividends when declared at the closing share price on the date declared. The beginning share price will be calculated as an average of 60 data points: the closing share price on December 31, 2019 and the closing share price for each of the -59 trading days from such date. The ending share price will be calculated as an average of 60 data points: the closing share price on December 31, 2022 and the closing share price for each of the -59 trading days from December 31, 2022.

[signatures appear on following page]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed on its behalf by its duly authorized officer.

**CELANESE CORPORATION**

/s/ Lori J. Ryerkerk

By: Lori J. Ryerkerk
Chief Executive Officer and President

## APPENDIX A

## CALCULATION OF THE PERFORMANCE-BASED VESTING

**Performance-Based Vesting Calculation**

The Performance RSUs are subject to adjustment based on the achievement of specified levels of:

(i) the Company's Adjusted EPS during the Performance Period, weighted 70% [and, subject to potential adjustment based on the Company's Relative TSR during the Performance Period]*; and

(ii) the Company's ROCE during the Performance Period, weighted 30%.

Each metric will be calculated separately based on the targets set forth below. The results of each metric will determine the number of Performance RSUs earned for that metric. The total award will be the addition of the total number of Performance RSUs earned for each of the two performance metrics. The number of Performance RSUs determined after such adjustments (and subject further to the additional vesting requirements of Section 2(b) of the Agreement) are referred to as the "Performance-Adjusted RSUs." Fractional shares earned based on the Adjusted EPS goal and the ROCE goal will be added together and rounded up to the nearest whole share. No fractional shares will be issued.

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* Note: The provisions that relate to Relative TSR shall apply to certain of the Company's Executive Officers and such other Participants as the Committee shall determine. Other Participants shall have the same Performance RSU without the Relative TSR feature. Definitions germane only to the Relative TSR feature will be removed from the award agreement for such Participants.

**A. Calculation of Performance Adjustment based on the Adjusted EPS Results**

The following table outlines the percentage of the Performance RSUs that may become earned based on Adjusted EPS performance during the Performance Period.

| | Result | Goal Achievement for Performance Period[1] | Performance Adjustment Percentage[2] |
|---|---|---|---|
| **Adjusted EPS (70% weighting)** | **Below Threshold** | Less than $xx.xx | 0% |
| | **Threshold** | $xx.xx | 50% |
| | **Target** | $xx.xx | 100% |
| | **Superior** | $ xx.xx or more | 200% |

The Performance Adjustment Percentage for Adjusted EPS for the Performance Period shall be calculated by straight-line interpolation for results achieved between Threshold and Target, or for results achieved between Target and Superior. No Performance RSUs will be earned for the Adjusted EPS component for the Performance Period if Goal Achievement is Below Threshold.

[2] To the extent not otherwise included as an adjustment to Adjusted EPS (as defined) or ROCE (as defined), if

(a) the historic financial statements of the Company for period(s) ending prior to the Performance Period are retrospectively recast in connection with a change in accounting principle or method adopted during the Performance Period,

(b) the Company effects a material acquisition, disposition, merger, spin-off or other similar transaction, or enters/exits a joint venture, affecting the Company or any subsidiary or any portion thereof, during the Performance Period,

(c) the Company suffers or incurs items of gain, loss or expense determined to be unusual in nature, or charges for restructurings, discontinued operations, or any other unusual or infrequent items, or any other event materially outside the scope of those anticipated in the Company's operating plans,

(d) there are changes in tax law or other such laws or provisions affecting reported results,

(e) the Company establishes accruals or reserves, or impairs assets, for reorganization or restructuring programs, and/or

(f) the Company incurs or is adversely affected by any other eventuality contemplated by the last sentence of Section 13(b) of the 2018 Plan,

then in each such case where the amount is significant to the Company, the Committee shall adjust the Goal Achievement for the Performance Period or the performance achieved for the Performance Period, or both, to include or exclude these items, matters or amounts.

[3] If the Company's Relative TSR for the Performance Period is in the bottom quartile (i.e., <25th percentile), then the Performance Adjustment Percentage will be limited to 150%. In such event the resulting Performance Adjustment Percentage will be the lower of [i] the actual amount earned (without reference to this Relative TSR adjustment) or [ii] 150%.

**B. Calculation of Performance Adjustment based on the ROCE Results**

The following table outlines the percentage of the Performance RSUs that may become earned based on ROCE performance during the Performance Period.

| | Result | Goal Achievement for Performance Period[2] | Performance Adjustment Percentage |
|---|---|---|---|
| **ROCE (30% weighting)** | **Below Threshold** | Less than xx.x% | 0% |
| | **Threshold** | xx.x% | 50% |
| | **Target** | xx.x% - xx.x% | 100% |
| | **Superior** | xx.0% or more | 200% |

The Performance Adjustment Percentage for ROCE for the Performance Period shall be calculated by straight-line interpolation for results achieved between Threshold and Target, or for results achieved between Target and Superior. No Performance RSUs will be earned for the ROCE component for the Performance Period if Goal Achievement is Below Threshold.

**C. Adjustments In Case of Certain Dispositions**

In the event of a sale or other disposition by the Company or one or more subsidiaries of all or part of a business, business unit, segment or subsidiary in a stock, asset, merger or other similar transaction or combination thereof, if such transaction is determined by the Committee to constitute a "change in ownership or control" within the meaning of Section 280G of the Code (and regardless of whether such transaction also constitutes a "Change in Control" as defined in this Agreement) (e.g., a sale or other disposition of assets of the Company that have a gross fair market value equal to or more than one-third of the total gross fair market value of all assets of the Company immediately before such transaction), the Committee may, in addition to or in lieu of any permitted adjustments to the performance goals or performance provided above, in its discretion take any action as determined to be equitable to reflect the closing of the transaction, including, but not limited to: (i) adjust the performance vesting conditions in any manner, including substituting new or additional performance goals, over the remaining Performance Period, (ii) cease the measurement of performance as of the closing of the transaction and adjust the Award to a time-vesting Award over the remainder of the Performance Period (at target, based on actual or projected performance at the time of the transaction, or on any other basis as the Committee may determine), or (iii) accelerate the vesting of all or any portion of the Award.

[Form of 2020 Time-Based RSU Agreement]

**CELANESE CORPORATION**
**2018 GLOBAL INCENTIVE PLAN**

**TIME-BASED RESTRICTED STOCK UNIT AWARD AGREEMENT**
**DATED [Grant Date]**

Pursuant to the terms and conditions of the Celanese Corporation 2018 Global Incentive Plan, you have been awarded Time-Based Restricted Stock Units, subject to the restrictions described in this Agreement. In addition to the information included in this Award Agreement, the Participant's name and the number of Restricted Stock Units can be found in the Grant Summary located in the electronic stock plan award administration system maintained by the Company or its designee that contains a link to this Agreement (which summary information is set forth in the appropriate records of the Company authorizing such award).

**2020 RSU Award**

**[Number of Shares Granted] Units**

This grant is made pursuant to the Time-Based Restricted Stock Unit Award Agreement dated as of **[Grant Date]**, between Celanese and **[Participant Name]**, which Agreement is attached hereto and made a part hereof.

**CELANESE CORPORATION**
**2018 GLOBAL INCENTIVE PLAN**

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

This Time-Based Restricted Stock Unit Award Agreement (the "Agreement") is made and entered into as of **[Grant Date]** (the "Grant Date"), by and between Celanese Corporation, a Delaware corporation (the "Company"), and **[Participant Name]** (the "Participant"). Capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to such terms in the Celanese Corporation 2018 Global Incentive Plan (as amended from time to time, the "2018 Plan").

1. **Time-Based RSU Award**: In order to encourage the Participant's contribution to the successful performance of the Company, the Company hereby grants to the Participant as of the Grant Date, pursuant to the terms of the 2018 Plan and this Agreement, an award (the "Award") of **[Number of Shares Granted]** time-based Restricted Stock Units ("RSUs") representing the right to receive an equal number of Common Shares upon vesting. The Participant hereby acknowledges and accepts such Award upon the terms and subject to the conditions, restrictions and limitations contained in this Agreement and the 2018 Plan.

2. **Time-Based Vesting**: Subject to Section 3 and Section 6 of this Agreement, <<Vest1>> RSUs shall vest on <<Vest1Date>>; <<Vest2>> RSUs shall vest on <<Vest2Date>>; <<Vest3>> RSUs shall vest on <<Vest3Date>>, for a total of **[Number of Shares Granted]** RSUs[1]. Each such date shall be referred to as a "Vesting Date". Each period between the Grant Date and a Vesting Date shall be referred to as a "Vesting Period".

3. **Effects of Certain Events Prior to Vesting**:

(a) Upon the termination of the Participant's employment by the Company without Cause or due to the Participant's death or Disability (other than as provided in Section 3(c)), a prorated portion of the RSUs that remain unvested will vest in an amount equal to (i) the unvested RSUs in each Vesting Period multiplied by (ii) a fraction, the numerator of which is the number of complete and partial calendar months from the Grant Date to the date of termination without Cause or due to the Participant's death or Disability, and the denominator of which is the number of complete and partial calendar months in each applicable Vesting Period, such product to be rounded up to the nearest whole number. In any such case, such prorated number of unvested RSUs that vest in accordance with the preceding sentence will be subject to any applicable taxes under Section 7 upon such vesting, which may be rounded up in each case to avoid fractional shares. In the case of termination of the Participant's employment by the Company without Cause , the prorated RSUs will be settled in accordance with the provisions of Section 4 following the applicable Vesting Date(s). In the case of termination of the Participant's employment due to the Participant's death or Disability and notwithstanding any provision of Section 4 to the contrary, the prorated RSUs will be settled as soon as administratively practicable (but in no event later than 2 ½ months) after the date of such termination of employment due to death or Disability by delivery of a number of Common Shares equal to the number of such prorated RSUs.

[1] Utilize modified vesting schedule for persons that are Retirement eligible during the 3-year vesting cycle so that vesting events can also be FICA processing dates.

The remaining unvested portion of the Award shall be immediately forfeited and cancelled without consideration as of the date of the Participant's termination of employment without Cause or due to the Participant's death or Disability.

If at any time on or before a Vesting Date the Company determines, in its sole discretion, that the Participant engaged in an act constituting Cause, the Participant's employment shall be considered to have been terminated for Cause, and his or her Award shall be forfeited and cancelled without consideration pursuant to Section 3(d), regardless of whether the Participant's termination initially was considered to have been without Cause. In each such case, the provisions of Section 3(a) or 3(b) are inapplicable.

(b) Upon the termination of the Participant's employment by the Company due to the Participant's Retirement but under circumstances not amounting to Cause, then the Participant will continue to vest in the RSUs in accordance with the above vesting schedule. To the extent permitted by applicable country, state or province law, as consideration for the vesting provisions upon Retirement contained in this Section 3(b), upon Retirement, the Participant shall enter into a departure and general release of claims agreement with the Company that includes two-year noncompetition and non-solicitation covenants in a form acceptable to the Company.

(c) Notwithstanding any provision herein to the contrary, if the Participant's employment with the Company is terminated by the Company in connection with a Qualifying Disposition, as determined by the Company in its sole discretion, other than for Cause, and regardless of whether the Participant [is then eligible for Retirement or] is offered employment with the acquiror or successor, then the entire unvested portion of the RSUs shall vest as of the date of such termination of employment and shall be settled as follows, subject to any applicable taxes under Section 7:

(i) a prorated number of the unvested RSUs determined in accordance with the provisions of Section 3(a) had those provisions applied shall be settled in accordance with the provisions of Section 4 following the applicable Vesting Date(s); and

(ii) the remaining number of the unvested RSUs shall be settled as soon as administratively practicable (but in no event later than 2 ½ months) after the date of such termination of employment.

Notwithstanding the foregoing, in case of a termination of employment covered by this Section 3(c), if the Committee determines that the Participant has been offered employment with the acquiror or successor and in connection with that employment will receive a substitute award from the acquiror or successor with an equivalent (or greater) economic value and no less favorable vesting conditions as this Award, the Committee, in its sole discretion, may determine not to provide for the additional vesting under clause (ii) of Section 3(c).

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

A Participant's employment will be considered to have been terminated for Cause, and the Award forfeited and cancelled without consideration, if the Company determines, in its sole discretion, that the Participant engaged in an act constituting Cause at any time prior to a Vesting Date, regardless of whether the Participant's termination initially was considered to have been without Cause.

4. **Settlement of RSUs**: Subject to Sections 3, 6 and 7 of this Agreement, the Company shall deliver to the Participant (or to a Company-designated brokerage firm or plan administrator) as soon as administratively practicable following the applicable Vesting Date (but in no event later than 2 ½ months after the applicable Vesting Date), in complete settlement of all RSUs vesting on such Vesting Date, a number of Common Shares equal to the number of RSUs vesting on such Vesting Date.

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

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

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

(1) If (i) a Participant's rights to the unvested portion of the Award are not adversely affected in connection with the Change in Control, or, if adversely affected, a substitute award with an equivalent (or greater) economic value and no less favorable vesting conditions is granted to the Participant upon the occurrence of a Change in Control, and (ii) the Participant's employment is terminated by the Company (or its successor) without Cause within two years following the Change in Control, then the unvested portion of the Award (or, as applicable, the substitute award) shall immediately vest and a number of Common Shares equal to the number of unvested RSUs shall be delivered to the Participant within thirty (30) days following the date of termination, subject to the provisions of Section 7.

(2) If a Participant's right to the unvested portion of the Award is adversely affected in connection with the Change in Control and a substitute award is not made pursuant to Section 6(a)(1) above, then upon the occurrence of a Change in Control, the unvested portion of the Award shall immediately vest and a number of Common Shares equal to the number of unvested RSUs shall be delivered to the Participant within thirty (30) days following the Change in Control, subject to the provisions of Section 7; and

(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 RSUs granted pursuant to this Agreement that have not previously been forfeited shall immediately become Common Shares and shall be delivered to the Participant within thirty (30) days following such dissolution.

7. **Income and Other Taxes**: The Company shall not deliver Common Shares in respect of any vested RSUs unless and until the Participant has made arrangements satisfactory to the Committee to satisfy applicable withholding tax obligations for US federal, state, and local income taxes (or the foreign counterpart thereof) and applicable employment taxes. Unless otherwise permitted by the Committee, withholding shall be effectuated by withholding RSUs in connection with the vesting and/or settlement of RSUs. Withholding shall be effected using the required statutory rates authorized by the U.S. Internal Revenue Service (for U.S. Participants) and applicable foreign counterparts; however, if the requirements of ASC Topic 718 (or any successor applicable equity accounting standard applicable to this Award) are changed, then the Company, at its discretion, may effectuate the withholding at the higher of (1) the required statutory rates authorized by the U.S. Internal Revenue Service (for U.S. Participants) and applicable foreign counterparts, or (2) a rate or method chosen by the Company consistent with ASC Topic 718 (or any successor

applicable equity accounting standard applicable to this Award) and the U.S. Internal Revenue Service withholding regulations or other applicable tax requirements, not to exceed maximum statutory rates. The Participant acknowledges that the Company shall have the right to deduct any taxes required to be withheld by law in connection with the delivery of Common Shares issued in respect of any vested RSUs from any amounts payable by it to the Participant (including, without limitation, future cash wages). The Participant acknowledges and agrees that amounts withheld by the Company for taxes may be less than amounts actually owed for taxes by the Participant in respect of the Award. Any vested RSUs shall be reflected in the Company's records as issued on the respective dates of issuance set forth in this Agreement, irrespective of whether delivery of such Common Shares is pending the Participant's satisfaction of his or her withholding tax obligations.

8. **Securities Laws**: The Company may impose such restrictions, conditions or limitations as it determines appropriate as to the timing and manner of any resales by the Participant or other subsequent transfers by the Participant of any Common Shares issued as a result of the vesting or settlement of the RSUs, including without limitation (a) restrictions under an insider trading policy, and (b) restrictions as to the use of a specified brokerage firm for such resales or other transfers. Upon the acquisition of any Common Shares pursuant to the vesting or settlement of the RSUs, the Participant will make or enter into such written representations, warranties and agreements as the Company may reasonably request in order to comply with applicable securities laws or with this Agreement and the 2018 Plan. All accounts in which such Common Shares are held or any certificates for Common Shares shall be subject to such stop transfer orders and other restrictions as the Company may deem advisable under the rules, regulations and other requirements of the Securities and Exchange Commission, any stock exchange or quotation system upon which the Common Shares are then listed or quoted, and any applicable federal or state securities law, and the Company may cause a legend or legends to be put on any such certificates (or other appropriate restrictions and/or notations to be associated with any accounts in which such Common Shares are held) to make appropriate reference to such restrictions.

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

10. **Other Agreements**: Subject to Sections 10(a) and 10(b) of this Agreement, this Agreement and the 2018 Plan constitute the entire understanding between the Participant and the Company regarding the Award, and any prior and/or contemporaneous agreements, understandings, representations, discussions, commitments or negotiations concerning the Award, whether written or oral, are superseded. No oral statements or other prior written material not specifically incorporated into this Agreement, other than the 2018 Plan, shall be of any force or effect.

(a) The Participant acknowledges that as a condition to the receipt of the Award, the Participant:

(1) shall have delivered to the Company an executed copy of this Agreement;

(2) shall be subject to the Company's stock ownership guidelines, to the extent applicable to the Participant;

(3) shall be subject to policies and agreements adopted by the Company from time to time, and applicable laws and regulations, requiring the repayment by the Participant of incentive compensation under certain circumstances, including that certain Celanese Corporation Incentive Compensation Recoupment Policy adopted by the Committee on

October 16, 2019 (collectively, "Clawback Policies"), without any further act or deed or consent of the Participant; and

(4) shall have delivered to the Company an executed copy of the current form of Long-Term Incentive Claw-Back Agreement. For purposes hereof, "Long-Term Incentive Claw-Back Agreement" means an agreement between the Company and the Participant associated with the grant of long-term incentives of the Company, which contains terms, conditions, restrictions and provisions regarding one or more of (i) noncompetition by the Participant with the Company, and its customers and clients; (ii) non-solicitation and non-hiring by the Participant of the Company's employees, former employees or consultants; (iii) maintenance of confidentiality of the Company's and/or clients' information, including intellectual property; (iv) nondisparagement of the Company; and (v) such other matters deemed necessary, desirable or appropriate by the Company for such an agreement in view of the rights and benefits conveyed in connection with an award.

(b) **The Participant acknowledges that if the Participant violates any of the terms or provisions of the Clawback Policies or the Long-Term Incentive Claw-Back Agreement, whether before or after termination of employment, then the Company will, to the fullest extent permitted by applicable law, (i) terminate the Participant's rights in any unvested RSUs under this Award, and (ii) claw back (i.e., recover) all Common Shares previously issued under this Award.**

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

11. **Not a Contract for Employment; No Acquired Rights; Agreement Changes**: Nothing in the 2018 Plan, this Agreement or any other instrument executed in connection with the Award shall confer upon the Participant any right to continue in the Company's employ or service nor limit in any way the Company's right to terminate the Participant's employment at any time for any reason. The grant of RSUs hereunder, and any future grant of awards to the Participant under the 2018 Plan, is entirely voluntary and at the complete and sole discretion of the Company. Neither the grant of these RSUs nor any future grant of awards by the Company shall be deemed to create any obligation to grant any further awards, whether or not such a reservation is expressly stated at the time of such grants. The Company has the right, at any time and for any reason, to amend, suspend or terminate the 2018 Plan; provided, however, that no such amendment, suspension, or termination shall adversely affect the Participant's rights hereunder.

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

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

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

15. **Electronic Delivery**: By executing this Agreement, the Participant hereby consents to the delivery of any and all information (including, without limitation, information required to be delivered to the Participant pursuant to applicable securities laws), in whole or in part, regarding the Company and its

subsidiaries, the 2018 Plan, and the Award via electronic mail, the Company's or a plan administrator's web site, or other means of electronic delivery.

16. **Personal Data**: By accepting the Award under this Agreement, the Participant hereby consents to the Company's use, dissemination and disclosure of any information pertaining to the Participant that the Company determines to be necessary or desirable for the implementation, administration and management of the 2018 Plan.

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

17. **Restricted Stock Units Subject to Plan**: By entering into this Agreement the Participant agrees and acknowledges that the Participant has received and read a copy of the 2018 Plan and the 2018 Plan's prospectus. The RSUs and the Common Shares issued upon vesting of such RSUs are subject to the 2018 Plan, which is hereby incorporated by reference. In the event of any conflict between any term or provision of this Agreement and a term or provision of the 2018 Plan, the applicable terms and provisions of the 2018 Plan shall govern and prevail.

18. **Validity of Agreement**: This Agreement shall be valid, binding and effective upon the Company on the Grant Date. However, the Participant must accept this Agreement electronically pursuant to the online acceptance procedure established by the Company within ninety (90) days; otherwise the Company may, in its sole discretion, rescind the Award in its entirety.

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

20. **Compliance with Section 409A of the Internal Revenue Code**: Notwithstanding any provision in this Agreement to the contrary, this Agreement will be interpreted and applied so that the Agreement does not fail to meet, and is operated in accordance with, the requirements of Section 409A of the Code. The Company reserves the right to change the terms of this Agreement and the 2018 Plan without the Participant's consent to the extent necessary or desirable to comply with the requirements of Code Section 409A. 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 RSUs provided by this Agreement shall not modify the time or form of issuance of the RSUs set forth in this Agreement. In addition, if the Participant is a "specified employee" within the meaning of Code Section 409A, as determined by the Company, any payment made in connection with the Participant's separation from service shall not be made earlier than six (6) months and one day after the date of such separation from service to the extent required by Code Section 409A.

22. **Definitions**: The following terms shall have the following meanings for purposes of this Agreement, notwithstanding any contrary definition in the 2018 Plan:

(a) "*Cause*" means, as determined by the Company in its sole discretion, (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 the Participant of such failure, (ii) the Participant's 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 violation

of the Company's business conduct policy, (vi) any violation of the Company's policies concerning harassment or discrimination by the Participant, (vii) the Participant's conduct that causes harm to the business reputation of the Company or its affiliates, or (viii) the Participant's breach of any confidentiality, intellectual property, noncompetition or non-solicitation provisions applicable to the Participant under the Long-Term Incentive Claw-Back Agreement or any other agreement between the Participant and the Company. "Cause"" shall be determined by the Company in its sole discretion, and such determination shall be final, binding, and conclusive on the Participant.

(b) "*Change in Control*" means:

(i) Any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (a "Person") becomes the beneficial owner (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 30% or more of either (A) the then-outstanding shares of common stock of the Company (the "Outstanding Company Common Stock") or (B) the combined voting power of the then-outstanding voting securities of the Company entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities"); provided, however, that, for purposes of this subparagraph, the following acquisitions shall not constitute a Change of Control: (i) any acquisition directly from the Company, (ii) any acquisition by the Company, (iii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any Affiliate, or (iv) any acquisition pursuant to a transaction that complies with clauses (A), (B) or (C) in paragraph (iii) of this definition; or

(ii) Individuals who, as of the effective date of this Agreement, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the effective date of this Agreement whose election, or nomination for election by the Company's stockholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual was a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or

(iii) Consummation of a reorganization, merger, statutory share exchange or consolidation or similar transaction involving the Company or any of its subsidiaries, a sale or other disposition of all or substantially all of the assets of the Company, or the acquisition of assets or stock of another entity by the Company or any of its subsidiaries (each, a "Business Combination"), in each case unless, following such Business Combination, (A) all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding Company Common Stock and the Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then-outstanding shares of common stock (or, for a non-corporate entity, equivalent securities) and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors (or, for a non-corporate entity, equivalent governing body), as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity that, as a result of such transaction, owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership immediately prior to such Business Combination of the Outstanding Company Common

Stock and the Outstanding Company Voting Securities, as the case may be, (B) no Person (excluding any corporation resulting from such Business Combination or any employee benefit plan (or related trust) of the Company or such corporation resulting from such Business Combination) beneficially owns, directly or indirectly, 30% or more of, respectively, the then-outstanding shares of common stock of the corporation resulting from such Business Combination or the combined voting power of the then-outstanding voting securities of such corporation, except to the extent that such ownership existed prior to the Business Combination, and (C) at least a majority of the members of the board of directors (or, for a non-corporate entity, equivalent governing body) of the entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement or of the action of the Board providing for such Business Combination; or

(iv) Approval by the stockholders of the Company of a complete liquidation or dissolution of the Company.

Notwithstanding the foregoing, if it is determined that an Award hereunder is subject to the requirements of Section 409A and the Change in Control is a "payment event" under Section 409A for such Award, the Company will not be deemed to have undergone a Change in Control unless the Company is deemed to have undergone a "change in control event" pursuant to the definition of such term in Section 409A.

(c) "*Disability*" has the same meaning as "Disability" in the Celanese Corporation 2008 Deferred Compensation Plan or such other meaning as determined by the Committee in its sole discretion, provided that in all events a "Disability" under this Agreement shall constitute a "disability" within the meaning of Treasury Regulation Section 1.409A-3(i)(4).

(d) "*Qualifying Disposition*" means a sale or other disposition by the Company or one or more subsidiaries of all or part of a business, business unit, segment or subsidiary in a stock, asset, merger or other similar transaction or combination thereof, and determined by the Committee to be a Qualifying Disposition.

(e) "*Retirement*" of the Participant shall mean a voluntary separation from service on or after the date when the Participant is both 55 years of age and has ten years of service with the Company, as determined by the Company in its discretion based on payroll records. Retirement shall not include voluntary separation from service in which the Company could have terminated the Participant's employment for Cause.

[signature on following page]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed on its behalf by its duly authorized officer and the Participant has also executed this Agreement in duplicate.

**CELANESE CORPORATION**

/s/ Lori J. Ryerkerk

By: Lori J. Ryerkerk
Chief Executive Officer and President

Exhibit 10.5

# EXECUTIVE SEVERANCE BENEFITS PLAN

Originally effective July 2010
Amended September 11, 2012 (effective January 1, 2013)
Amended February 6, 2013 (effective February 6, 2013)
Amended October 18, 2017 (effective October 18, 2017)
Amended February 5, 2020 (effective February 5, 2020)

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# Executive Severance Benefits Plan Overview

The Executive Severance Benefits Plan provides a severance payment, continuation of health benefits, and other severance benefits to certain eligible executive employees of Celanese Americas LLC and its participating affiliated companies (“Celanese”). Ineligible employees shall not receive severance benefits.

Celanese can, in certain circumstances and notwithstanding the provisions of this Plan, in its sole discretion, provide different or enhanced severance benefits to certain employees specified on an individual or group basis. However, the granting of such benefits shall not mean that any other individual employee or group of employees is entitled to such benefits.

Certain terms used in this Plan are defined in the Glossary in Appendix A.

# Who is Eligible

The executive officers of Celanese (including the Chief Executive Officer ("CEO")), as well as those employees that have been designated by the CEO are eligible to participate in this Plan ("Eligible Employees").

You are not eligible to receive severance benefits under this Plan unless you are classified as an “employee” on the payroll records of Celanese, regardless of whether it is later determined that you are, or were, an “employee” of Celanese.

Enrollment in the Plan is automatic.

You are not eligible to participate in this Plan if you are eligible to receive severance benefits under any other plan or arrangement sponsored by Celanese except to the extent specifically set forth in such other plan or arrangement.

# Covered Severance Events

If you are an Eligible Employee, you are entitled to "Severance Benefits" (defined below) if you have a "Covered Severance Event". You have a Covered Severance Event if you are involuntarily terminated from active employment without Cause or if you resign for Good Reason.

For purposes of the Plan, your termination is for Cause if you are terminated because of:

(i) your willful failure to perform your duties to Celanese (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 Celanese to you of such failure;

(ii) your 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) your willful malfeasance or willful misconduct which is demonstrably injurious to Celanese;

(iv) your material violation of Celanese’s code of conduct;

(v) your material violation of Celanese’s policies concerning harassment or discrimination;

(vi) your conduct that causes material harm to the business reputation of Celanese or its affiliates; or

(vii) your breach of the provisions of any confidentiality, noncompetition or nonsolicitation obligation to which you are subject.

For purposes of the Plan, a resignation is for Good Reason upon the occurrence of one or more of the following:

(i) a reduction in base salary to a level that is less than 90% of the Eligible Employee's base salary immediately prior to the reduction; or

(ii) a relocation of the Eligible Employee's principal place of business to a location greater than 50 miles from his or her current principal place of business;

Provided, however, that the Eligible Employee must notify the Company of the event giving rise to Good Reason within 30 days of the occurrence of the event, and the Company shall have 30 days to correct such incident. If, upon the expiration of the 30-day correction period, the Company fails to correct the incident giving rise to Good Reason, then the Eligible Employee must resign from the Company within 30 days thereafter.

Eligible Employees who are involuntarily terminated for any other reason (e.g. death, disability, retirement, termination for Cause), or who voluntarily terminate other than for Good Reason or retire, are not eligible to receive Severance Benefits under this Plan.

## How the Plan Works

Eligible Employees who have had a Covered Severance Event are entitled to receive (i) a Severance Payment, (ii) continuation of health care benefits, (iii) a Supplemental Payment, and (iv) outplacement services (collectively, the "Severance Benefits"), all as further described below.

This Plan does not alter the terms of any grant of equity compensation to you. Your rights with respect to any equity compensation grant are governed by the agreement(s) that establish the terms and conditions of your grant.

## Severance Payment

Eligible Employees who have a Covered Severance Event will receive a "Severance Payment" upon the Eligible Employee's termination of employment with Celanese and its affiliates, subject to the Eligible Employee's satisfaction of the "Conditions" set forth below. (For this purpose, the termination of employment must constitute a "Separation from Service" as defined in Section 409A of the Internal Revenue Code.)

The Severance Payment is an amount equal to the Eligible Employee's base annual salary in effect on the date of termination plus an amount equal to the executive's target bonus for the year with a 1.0 personal modifier; provided, however, that for any "named executive officer" other than the CEO (determined under applicable SEC regulations), the Severance Payment shall be 150% of the base annual salary and target bonus, and for the CEO, the Severance Payment shall be 200% of the base annual salary and target bonus. The Severance Payment will be made as soon as practicable following the Eligible Employee's Separation from Service, but in no event later than December 31 of the year in which such Separation from Service occurs or, if later, the 15th day of the third month following such Separation from Service.

In addition, the Eligible Employee will be entitled to a pro rata bonus payment for the year of termination (a "Supplemental Payment"). The Supplemental Payment is an amount equal to the Eligible Employee's target bonus payment for the year of termination multiplied by a fraction, the numerator of which is the number of days in the year of the Eligible Employee's termination, up to and including the date of the Participant's termination, and the denominator of which is 365 (or, 366, as applicable). The Supplemental Payment (1) shall be based on actual performance of Celanese for the year of termination (with a minimum of a 1.0 personal modifier) rather than target performance, and (2) instead of being paid at the same time as the Severance Payment, shall be paid at the same time annual bonuses are paid to other Eligible Employees who do not terminate employment during the year but in no event later than the 15th day of the third month of the year following such Separation from Service.

For purposes of Section 409A of the Internal Revenue Code, the Severance Payment and the Supplemental Payment are intended to be a separate "payment" within the meaning of Treasury Regulation Section 1.409A-2(b)(2) and to be exempt from Section 409A of the Internal Revenue Code pursuant to Treasury Regulation Section 1.409A-1(b)(4).

Any amounts that the Eligible Employee owes to Celanese will be deducted from the Eligible Employee's Severance Payment. As an additional condition to receiving the Severance Payment, the Plan Administrator may require the Eligible Employee to execute a written agreement that authorizes Celanese to deduct any amounts the Eligible Employee owes to Celanese prior to the payment of the Severance Payment under the Plan.

## Continuation of Health Benefits

Eligible Employees who have a Covered Severance Event will be entitled to elect, under COBRA, to continue to participate in the medical and dental benefits under the Celanese Health and Welfare Benefits Program for a period of 18 months following the month of termination.

If the Eligible Employee elects to continue coverage of medical and dental benefits pursuant to COBRA under the Health and Welfare Benefits Program, Celanese will provide the Eligible Employee a monthly reimbursement payment for the COBRA premiums charged and paid for the first 12 months of COBRA coverage (or 18 months of coverage for the CEO) for the Eligible Employee and his or her dependents ("Continuation of Health Benefits"); provided that such monthly reimbursement will be paid following receipt of proof of payment for the COBRA premium in a form satisfactory to the Plan Administrator (defined below) and the Continuation of Health Benefits shall not be provided to the extent Celanese determines that it would result in any fine, penalty or violation of law for being a discriminatory benefit or otherwise.

For the next 6 months (i.e., for the 13$^{th}$ through 18$^{th}$ month following termination), the Eligible Employee must elect to continue coverage under COBRA and must pay the COBRA premium in order to continue to participate in the medical and dental benefits under the Health and Welfare Benefits Program.

Health coverage reimbursement payments will terminate earlier than 12 months (or 18 months for the CEO) when the Eligible Employee becomes eligible to participate in any other employer-sponsored health plan. The Eligible Employee must notify Celanese when he or she becomes eligible for any other employer-provided health care benefits.

## Outplacement Services

Eligible Employees who have a Covered Severance Event will be entitled to receive outplacement services for a period of 12 months following Separation from Service with an outplacement firm selected by Celanese and subject to any limits as the company may determine.

## Conditions

As a condition for receiving Severance Benefits under this Plan, you must (1) return all property of Celanese;(2) hold confidential any and all information concerning Celanese; (3) cooperate fully with Celanese; (4) execute and deliver such forms as required by Celanese; and (5) execute and deliver to Celanese a general claims release, restrictive covenants and cooperation agreement in the form provided to you by Celanese. If you fail to fully comply with any of the obligations described in this paragraph, your benefits may be discontinued.

## Employees Rehired After Receiving Benefits

If you are a former employee and you are applying for rehire consideration, you will be considered with all other external candidates and have no guaranteed entitlement to a prior job classification, role, or rate of pay. The position will reflect Celanese's current evaluation of the position in the current organization structure.

If you are a former employee who is rehired after receiving benefits, you will not receive recognition of prior service in the determination of subsequent benefits, except to the extent provided by law. Calculation of subsequent benefits will begin as of the date you are rehired as a Celanese employee. Any prior service previously credited will not be

included for the purpose of the calculation of benefits entitlement after you are rehired.

All issues regarding the treatment of any service time since separation from employment are to be resolved by the Plan Administrator (as defined below) before an individual with prior service is rehired.

## When Coverage Ends

Your participation in this Plan ends once you terminate from Celanese or when you are no longer an Eligible Employee.

## Claims and Appeals Process

If you believe that you are entitled to benefits under the Plan, you must file a claim for benefits. A claim for benefits must be made no later than one year following the date of your termination of employment with Celanese. If you do not file a claim for benefits within one year of the date of your termination of employment with Celanese, you will not be entitled to any benefits under the Plan.

A claim for benefits is submitted to the Plan Administrator. The Plan Administrator has the sole discretionary authority to approve or deny each claim. In the event the Plan Administrator denies, in whole or in part, an initial claim for benefits by a participant or his beneficiary, the Plan Administrator will furnish notice of the adverse determination to you.

The notice will be forwarded to you within 90 days of receipt of the claim by the Plan Administrator. However, in special circumstances, the Plan Administrator may extend the response period for up to an additional 90 days, and must notify you in writing of the extension, and will specify the reasons for the extension. If for any reason you do not receive a response from the Plan Administrator within the time prescribed, the claim will be deemed denied.

Within 60 days of receipt of a notice of an adverse determination, you or your duly authorized representative may petition the Plan Administrator in writing for a full and fair review of the adverse determination (see address below for information on how to contact the Plan Administrator). You or your duly authorized representative will have the opportunity to submit comments in writing, documents, records, and other relevant information to the Plan Administrator. You will also have the right to be furnished, free of charge and upon request, reasonable access to, and copies of, all documents, records and other relevant information. Relevant information includes any information that was submitted, considered or generated in the course of the decision regardless of whether such information was relied upon in making the benefit determination. You may also request any information demonstrating that, where appropriate, the Plan is acting consistently with respect to other participants.

The Plan Administrator will review the denial and will take into account all documents, records, and other information submitted by you regardless of whether such information was submitted or considered in the initial determination. The Plan Administrator will communicate its decision and provide an explanation to you in writing within 60 days of receipt of the petition. However, in special circumstances, the Plan Administrator may extend the response period for up to an additional 60 days, in which event it will notify you in writing prior to the commencement of the extension and specify the reasons for the extension. If for any reason, the written decision on review is not furnished within the time prescribed, the claim will be deemed denied on review.

The written notice of decision by the Plan Administrator will set forth:

- The specific reasons for the adverse determination;
- A specific reference to the pertinent Plan provisions on which the adverse determination is based;
- A description of any additional information necessary for you to perfect the claim and an explanation of why such information is necessary. In the case of a notification of an appealed claim, the notice will also

include a statement that you are entitled to receive reasonable access to and copies of all documents, records, and other relevant information with respect to the claim; and

- A description of the Plan's review procedures (or, in the case of a notification of an appealed claim, a description of any voluntary appeal procedures) and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under section 502 of ERISA following an adverse decision by the Plan Administrator.

## Celanese Americas Benefits Committee

The "Plan Administrator" is the Celanese Americas Benefits Committee. The Benefits Committee has general responsibility and sole discretionary authority for administering the Plan and reviewing claims for benefits and appeals or denied claims. Any determination by the Benefits Committee is final and conclusive and will not be overturned unless it is deemed to be arbitrary and capricious. The Celanese Americas Benefits Committee can be contacted at:

Celanese Americas Benefits Committee
c/o Benefits Department
222 W. Las Colinas Blvd., Suite 900N
Irving, TX 75039
972-443-4000

## Ability to Amend or Terminate the Plan

Celanese retains the right to amend or terminate the Plan at any time, provided that any amendment or termination that prospectively reduces benefits shall not be effective earlier than 90 days after adoption.

# APPENDIX A

## Glossary

**Cause** - See page 1 under “Covered Severance Events”

**Celanese -** Celanese Americas LLC and its participating affiliated companies, and any successor thereto

**Continuation of Health Benefits** - See page 3 under “Continuation of Health Benefits”

**Covered Severance Event** - See page 1 under “Covered Severance Events”

**Good Reason** - See pages 1 and 2 under "Covered Severance Events"

**Eligible Employee** - An employee of Celanese, designated to participate in the Plan by the CEO and in accordance with the terms of the Plan

**ERISA** - Employee Retirement Income Security Act of 1974, as amended

**Health and Welfare Benefits Program** - Celanese's health and welfare benefits coverage offered to active employees and COBRA recipients

**Plan** - This Celanese Americas Executive Severance Benefits Plan

**Plan Administrator** - Celanese Americas Benefits Committee

**Plan Sponsor** – Celanese Americas LLC, or any successor to Celanese Americas LLC thereto

**Severance Payment** – See Page 2 under “Severance Payment”

**Severance Benefits** - The Severance Payment and other benefits provided under this Plan, including a Supplemental Payment, Continuation of Health Benefits, and outplacement benefits

**Supplemental Payment** - a pro rata bonus payment for the year of termination, as described on Page 2 under "Severance Payment"


AMENDED AND RESTATED OFFER LETTER

February 5, 2020

Ms. Lori Ryerkerk

Dear Lori:

On behalf of Celanese, I am pleased to confirm our offer for the position of Chief Executive Officer and President of Celanese Corporation. You will be required to devote your full time and attention to this position, and you will be required to relinquish any other employment other than non-executive Board positions. Your position will be based in Irving, TX and is expected to commence no later than May 1, 2019.

**Base Salary** (delineated in USD)
Your base salary will be $950,000 per year and will be payable on a bi-weekly basis in accordance with the Company's normal payroll practice.

**Annual Bonus**
As the CEO, you will be eligible to participate in the Company's annual executive incentive plan. Our bonus plan uses both financial and non-financial measures and your personal performance to determine your actual bonus payout each year. For 2019, your annual bonus opportunity at target will be 100% of your eligible wages (the "Target"), with a "Stretch" opportunity for business performance of up to 200% of your eligible wages. A personal performance modifier also allows for an additional adjustment between 0% and 150% of your planned bonus payout to reflect your individual performance relative to your annual objectives. Accordingly, the absolute maximum payout for the annual bonus would be 300% of your eligible earnings.

For 2019, you will be eligible for a pro-rata bonus, based on actual Company and individual performance. You must be employed by Celanese at the time, in general, such bonus payments are made in March of the following year, to remain eligible to receive the bonus payout.

**Long-Term Incentive Awards**
Celanese currently delivers Long-Term Incentive (LTI) compensation to select employees through annual grants of equity awards. Annual LTI awards are planned to occur in the first quarter of each calendar year. Each year, the Compensation and Management Development Committee of the Board of Directors evaluates the level of awards and the mix among various stock-based vehicles. As CEO, your target LTI grant value will be $3,000,000. For the 2019 compensation cycle, you will be granted a $3,000,000 award per the current LTI plan design for Executive Officers that includes 70% Performance-Based Restricted Stock Units (Performance-Based RSUs) and 30% Time-vesting Restricted Stock Units (Time-vesting RSUs).

**Initial Equity Award**

Celanese believes that an executive's interests should be aligned with shareholder interests, in part through equity ownership in the Company. As a result, you will receive an equity award as part of your initial offer package. Your initial equity award will consist of the following:

Time-vesting Restricted Stock Units (Time-vesting RSUs): You will receive an award of Time-vesting RSUs having a grant date fair value equal to $2,000,000 that will vest 50% each year on the first two anniversaries of the grant date. Once vested, the after-tax portion of these shares will be required to be held until the CEO stock ownership guideline has been met, as described later in this document.

The Compensation Committee will approve this award, subject to your acceptance of this letter, with the grant date to be the later of your start date or May 1, 2019. The complete terms of your initial award will be included in an award agreement sent to you after the grant date. You will be required to sign an appropriate award agreement and the Celanese LTI Claw-back agreement in order to receive the award.

**Sign-on Bonuses**

You will receive a one-time Sign-on Bonus cash payment in the amount of $35,000 less applicable deductions, which is payable through our normal payroll process within thirty (30) days of your start date. Should you voluntarily end your employment with Celanese for any reason within two (2) years of your start date, Celanese reserves the right to seek full repayment of the Sign-on Bonus.

**Retirement**

You will be eligible for retirement once you have reached the age of 55 and have at least 10 years of service with the Company per company policy. Your long-term incentive award agreements will include retirement provisions.

**Change in Control Agreement**

You will be eligible to receive change in control benefits as described in the Change in Control agreement that will be issued to you upon hire. Generally, the cash provision is equal to three (3) times the sum of (i) your then current annualized based salary; and (ii) the higher of (x) your Target Bonus in effect on the last day of the Fiscal Year that ended immediately prior to the year in which the Termination Date occurs, or (y) the average of the cash bonuses paid by the Company to you for the three Fiscal Years preceding the Termination Date. Your long-term incentive awards are governed by the terms and conditions of the applicable individual award agreements.

Your change in control agreement will include a "best-net" provision that states the Company will cut back change in control payments to the safe harbor limit only if you would receive a greater after-tax benefit than if the excise tax were paid by you on any excess parachute payment. You will not be entitled to any tax gross-up.

Please note that these benefits are paid only if there is a change in control and the covered executive is terminated (i.e. "double-trigger"). The protection period of the termination covers two years following a change in control or following the first public announcement of a potential change in control transaction.

**Stock Ownership Guidelines**

In order to align our executives' interests with those of our shareholders, Celanese expects senior leaders to maintain equity ownership in the Company commensurate with their position. You will be subject to stock ownership guidelines applicable to your position as in effect from time to time. The current CEO stock ownership guideline is equal to a value of 6 times your annual base salary and you will have five (5) years to meet the guideline. In computing compliance

with our stock ownership guidelines, sixty percent (60%) of the value of any unvested Restricted Stock Unit awards (time- or performance-vested) granted to you that vest during the next year, as well as one hundred percent (100%) of any Celanese stock that you beneficially own in your various Company and individual accounts, will be included.

**Employee Benefits**

During your employment, you will be entitled to participate in the Company's employee benefit plans as in effect from time to time, on the same basis as those benefits that are generally made available to other employees of the Company. We offer medical and dental coverage, group life insurance (1 times annual base pay), and a retirement savings plan that includes company contributions of up to 11% (comprised of 401(k) matching contributions of 100% on the first 6% of the employee's contributions plus a 5% company retirement contribution), subject to IRS code restrictions.

Additionally, you will be eligible to participate in the Celanese Annual Executive Physical Program including an annual physical.

**Relocation Assistance**

Celanese will assist in your relocation to the Dallas area under the provisions of our relocation policy for new employees in effect at that time. Generally, this policy provides for the shipment of household goods, home sale and purchase assistance (for homeowners) and a lump-sum payment to assist with various miscellaneous expenses associated with your relocation. The home sale and purchase assistance can be utilized for up to one (1) year after you relocate to the Dallas area. Details of our relocation policy will be provided to you under separate cover.

Should you voluntarily end your employment with Celanese for any reason within two (2) years of your start date, Celanese will seek full repayment of any relocation assistance provided to you.

**Restrictive Covenant Agreement (RCA)**

As a condition of your employment, you will be required to execute a Restrictive Covenant Agreement (the "RCA") with the Company regarding protection and non-disclosure of confidential information and non-competition, non-solicitation and no hire. A copy of this agreement will be provided to you under separate cover.

**Background Check & Drug Screen**

This offer of employment is contingent upon the satisfactory completion of a third-party background check and pre-employment examination including tests for substance abuse. If both tests are not satisfactorily completed, the offer will be rescinded. It is noted that the background check has already been satisfactorily completed

**Employment Verification**

As required by law, we will need to verify and document your identity and eligibility for employment in the United States. You can find a complete list of acceptable documents at http://www.uscis.gov/files/form/i-9.pdf. Please bring appropriate documentation on your start date. Do not complete the form in advance; you must complete it on your first day of employment.

**Terms & Conditions of Employment**

This offer letter constitutes the full terms and conditions of your employment with the Company. It supersedes any other oral or written promises that may have been made to you.

Lori, we are most enthusiastic about your joining the team. If these provisions are agreeable to you, please sign the copy of this letter and return it to me.

Sincerely,

/s/ Shannon Jurecka
Shannon Jurecka
SVP, Chief Human Resources Officer

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**Acknowledgment of Offer:**
*(Please check one)*

☑ I accept the above described offer of employment with Celanese and understand that my employment status will be considered at-will and may be terminated at any time for any reason. Upon acceptance of this offer, I agree to keep the terms and conditions of this agreement confidential.

☐ I decline your offer of employment.

Signature: /s/ Lori Ryerkerk
Ms. Lori Ryerkerk

Date: February 5, 2020

Anticipated Start Date: May 1, 2019

# AMENDED AND RESTATED CHANGE IN CONTROL AGREEMENT

This AMENDED AND RESTATED CHANGE IN CONTROL AGREEMENT (the "***Agreement"***) is entered into on **<<DATE>>** (the "***Effective Date"***) by and between Celanese Corporation (the "***Company"***) and Lori J. Ryerkerk (the "***Executive"***).

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

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

1. **Definitions:**

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

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

c. ***"Cause"*** shall mean (i) Executive's willful failure to perform Executive's duties hereunder (other than as a result of total or partial incapacity due to physical or mental illness) for a period of thirty (30) days following written notice by the Company to Executive of such failure, (ii) conviction of, or a plea of nolo contendere to, (x) a felony under the laws of the United States or any state thereof or any similar criminal act in a jurisdiction outside the United States or (y) a crime involving moral turpitude, (iii) Executive's willful malfeasance or willful misconduct which is demonstrably injurious to the Company or its Affiliates, (iv) any act of fraud by Executive, (v) any material violation of the Company's code of conduct, (vi) any material violation of the Company's policies concerning harassment or discrimination, (vii) Executive's conduct that causes material harm to the business reputation of the Company or its Affiliates, or (viii) Executive's breach of the provisions of Sections 7 (Confidentiality; Intellectual Property) or 8 (Non-Competition; Non-Solicitation) of this Agreement.

d. "***Change In Control"*** will be deemed to have occurred for purposes hereof, upon any one of the following events: (i) any person, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "***Exchange Act***")) becomes the beneficial owner (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 30% or more of either (A) the then-outstanding shares of common stock of the Company (the "***Outstanding Company Common Stock***") or (B) the combined voting power of the then-outstanding voting securities of the Company entitled to vote generally in the election of directors (the "***Outstanding Company Voting Securities***"); provided, however, that, for purposes of this subparagraph, the following acquisitions shall not constitute a Change of Control: (i) any acquisition directly from the Company, (ii) any acquisition by the Company, (iii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any Affiliate, or (iv) any acquisition pursuant to a transaction that complies with clauses (A), (B) or (C) in paragraph (iii) of this definition; (ii) individuals who, as of the effective date of this Agreement, constitute the Board (the "***Incumbent Board***") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the effective date of this Agreement whose election, or nomination for election by the Company's stockholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual was a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or (iii) consummation of a reorganization, merger, statutory share exchange or consolidation or similar transaction involving the Company or any of its subsidiaries, a sale or other disposition of all or substantially all of the assets of the Company, or the acquisition of assets or stock of another entity by the Company or any of its subsidiaries (each, a "***Business Combination***"), in each case unless, following such Business Combination, (A) all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding Company Common Stock and the Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then-outstanding shares of common stock (or, for a non-corporate entity, equivalent securities) and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors (or, for a non-corporate entity, equivalent governing body), as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity that, as a result of such transaction, owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership immediately prior to such Business Combination of the Outstanding Company Common Stock and the Outstanding Company Voting Securities, as the case may be, (B) no Person (excluding any corporation resulting from such Business Combination or any employee benefit plan (or related trust) of the Company or such corporation resulting from such Business Combination) beneficially owns, directly or indirectly, 30% or more of, respectively, the then-outstanding shares of common stock of the corporation resulting from such Business Combination or the combined voting power of the then-outstanding voting securities of such corporation, except to the extent that such ownership existed prior to the Business Combination, and (C) at least a majority of the members of the board of directors (or, for a non-corporate entity, equivalent governing body) of the entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial

agreement or of the action of the Board providing for such Business Combination; (iv) approval by the stockholders of the Company of a complete liquidation or dissolution of the Company.

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

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

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

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

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

i. ***"Confidential Information"*** shall mean any non-public, proprietary or confidential information, including without limitation trade secrets, know-how, research and development, software, databases, inventions, processes, formulae, technology, designs and other intellectual property, information concerning finances, investments, profits, pricing, costs, products, services, vendors, customers, clients, partners, investors, personnel, compensation, benefits, recruiting, training, advertising, sales, marketing, promotions, government and regulatory activities and approvals concerning the past, current or future business, activities and operations of the Company, its Affiliates and/or any third party that has disclosed or provided any of same to the Company or its Affiliates on a confidential basis. "Confidential Information" also includes any information designated as a trade secret or proprietary information by operation of law or otherwise, but shall not be limited by such designation. "Confidential Information" shall not include any information that is (i) generally known to the industry or the public other than as a result of Executive's breach of this covenant; (ii) made legitimately available to Executive by a third party without breach of any confidentiality obligation; or (iii) required by law to be disclosed; provided

that Executive shall give prompt written notice to the Company of such requirement, disclose no more information than is so required, and cooperate with any attempts by the Company to obtain a protective order or similar treatment.

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

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

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

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

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

o. ***"Specified Employee"*** shall have the meaning and shall be determined in the manner set forth in the Celanese Americas Supplemental Retirement Pension Plan.

p. ***"Restricted Period"*** shall be (i) one year from the Termination Date in the event of a Separation from Service that occurs during the Service Term (as defined hereinafter) other than in the case of an involuntary Separation from Service without Cause, (ii) in the case of an involuntary Separation from Service without Cause during the Service Term, an amount of time in whole months equal to the number of months' salary the Company agrees to provide to Executive in severance, whether paid over time or in a lump sum; and (iii) eighteen (18) months from the Termination Date in the event of a Separation from Service following a Change In Control where Executive receives the Change In Control Payment (as defined hereinafter).

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

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

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

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

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

a. This Agreement shall be for an initial term (the "***Initial Term"***) of two years and shall continue to renew for consecutive two year terms thereafter (a "***Renewal Term"***), unless either party shall give written notice to the other (a "***Notice of Non-Renewal"***) that such agreement shall not renew at least ninety (90) days prior to the expiration of the Initial Term or Renewal Term then in effect. Notwithstanding the foregoing, the Company may not give a Notice of Non-Renewal during the Change In Control Protection Period.

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

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

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

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

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

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

The effect of a change in control on any long-term incentive awards (cash or equity) or deferred compensation previously granted to the Executive under the 2008 Deferred Compensation Plan, 2004 Stock Incentive Plan or the 2009 Global Incentive Plan, as amended, or the 2018 Global Incentive Plan (the "***Long-Term Incentive Awards"***), shall be governed by the terms and conditions of the applicable individual award agreements or deferral agreements and the

Celanese Corporation 2008 Deferred Compensation Plan, the 2004 Stock Incentive Plan or the 2009 Global Incentive Plan, as amended, or the 2018 Global Incentive Plan (collectively, the "***Long-Term Incentive Award Agreements"***), and shall not be governed by this Agreement.

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

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

(i) The Change In Control is consummated;

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

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

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

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

b. The "***Change In Control Payment"*** shall be equal to three (3) times the sum of (i) Executive's then current annualized base salary; and (ii) the higher of (x) Executive's Target Bonus in effect on the last day of the Fiscal Year that ended immediately prior to the year in which the Termination Date occurs, or (y) the average of the cash bonuses paid by the Company to Executive for the three Fiscal Years preceding the Termination Date.

c. If the Executive is a Specified Employee on the Executive's Termination Date, the Change In Control Payment shall be paid in a single lump sum to Executive six (6) months and one day after the Executive's Termination Date, together with interest at the rate provided in Section 1274(b)(2)(B) of the Code. If the Executive is not a Specified Employee on the Executive's Termination Date, the Severance Payment shall be paid in a single lump sum to the Executive within thirty (30) days of the Executive's Termination Date.

d. Provided that all of the conditions in Section 5(a) are met and Executive has complied in all material respects with regard to the obligations of Sections 7 and 8 of this Agreement:

(i) So long as Executive makes a timely COBRA election, if the Executive timely remits to the Company the applicable "COBRA" premiums for such coverage, the Company will continue to provide group health and dental coverage under the Company's medical plan for Executive and his or her dependents during the Restricted Period; and will reimburse Executive for all premiums paid by Executive for such continued coverage. Such reimbursements will be made within thirty (30) days after Executive's payment of such premiums (or submission of a request for reimbursement and satisfactory proof of such payment) but in no event later than on or before the last day of the Executive's tax year following the tax year in which the expense was incurred. The amount of COBRA premiums and health and dental expenses eligible for reimbursement during Executive's tax year may not affect the COBRA premiums and health and dental expenses eligible for reimbursement in any other tax year.

(ii) The Company will pay Executive a prorated annual bonus for the year that all of the requirements of Section 5(a) are met, calculated as the Executive's target bonus payment for the year such conditions of Section 5(a) are met, multiplied by a fraction, the numerator of which is the number of days in such year through the Termination Date, and the denominator of which is 365 (or, 366, as applicable). The prorated annual bonus (1) shall be based on actual performance of the Company for the year the payment is made, and (2) shall be paid at the same time annual bonuses are paid to other executives of the Company, but in no event later than the 15th day of the third month of the year following the year the requirements of Section 5(a) are met.

(iii) Executive will be entitled to executive-level outplacement services, provided by a vendor selected by the Company for a period of 12 months following the Termination Date at no cost to the Executive.

e. Adjustment to Payments.

(i) Anything in this Agreement to the contrary notwithstanding, in the event it shall be determined that any economic benefit or payment or distribution by the Company to or for the benefit of the Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise (including, but not limited to, any economic benefit received by the Executive by reason of the acceleration of rights under the various option and restricted stock unit plans of the Company) ("***Covered Payments"***), would be subject to the excise tax imposed by Section 4999 of the Code or any interest or penalties with respect to such excise tax (such excise tax, together with any such interest and penalties, are hereinafter collectively referred to as the "***Excise Tax"***), the Covered Payments shall be reduced (but not below zero) if and to the extent that such reduction would result in the Executive retaining a larger amount, on an after-tax basis (taking into account federal, state and local income taxes and the imposition of the Excise Tax), than if the Executive received all of the Covered Payments. The Company shall reduce or eliminate the Covered Payments, by first reducing or eliminating the portion of the Covered Payments which are not payable in cash and then by reducing or eliminating cash payments, in each

case in reverse order beginning with payments or benefits which are to be paid the farthest in time from the determination.

(ii) All determinations required to be made under subsection (e)(i), including whether and when an adjustment to any Covered Payments is required and, if applicable, which Covered Payments are to be so adjusted, shall be made by a public accounting firm appointed by the Company or tax counsel selected by such accounting firm (the "***Accountants"***). All fees and expenses of the Accountants shall be borne solely by the Company. Any determination by the Accountants shall be binding upon the Company and Executive.

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

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

7. **Confidentiality; Intellectual Property**.

a. Confidentiality.

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

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

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

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

b. Intellectual Property.

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

(ii) If Executive creates, invents, designs, develops, contributes to or improves any Works, either alone or with third parties, at any time during Executive's employment by the Company and within the scope of such employment and/or with the use of any of the Company resources ("***Company Works"***), Executive shall promptly and fully disclose same to the Company and hereby irrevocably assigns, transfers and conveys, to the maximum extent permitted by applicable law, all rights and intellectual property rights therein (including rights under patent,

industrial property, copyright, trademark, trade secret, unfair competition and related laws) to the Company to the extent ownership of any such rights does not vest originally in the Company.

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

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

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

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

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

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

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

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

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

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

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

(A) engage in any Competitive Business;

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

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

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

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

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

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

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

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

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

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

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

10. **Section 409A Acknowledgement and Release**. Executive understands that payments under this Agreement are potentially subject to Section 409A of the Code and that if this Agreement does not satisfy an exception to Code Section 409A or does not comply with the requirements of Section 409A and the applicable guidance thereunder, then Executive may incur adverse tax consequences under Section 409A. Executive acknowledges and agrees that (a) Executive is solely responsible for all obligations arising as a result of the tax consequences associated with payments under this Agreement including, without limitation, any taxes, interest or penalties associated with Section 409A, (b) Executive is not relying upon any written or oral statement or representation by the Company or any Affiliate thereof, or any of their respective employees, directors, officers, attorneys or agents (collectively, the "***Company Parties***") regarding the tax effects associated with the execution of this Agreement and the payment under this

Agreement, and (c) in deciding to enter into this Agreement, Executive is relying on his or her own judgment and the judgment of the professionals of his or her choice with whom Executive has consulted. Executive hereby releases, acquits and forever discharges the Company Parties from all actions, causes of actions, suits, debts, obligations, liabilities, claims, damages, losses, costs and expenses of any nature whatsoever, known or unknown, on account of, arising out of, or in any way related to the tax effects associated with the execution of this Agreement and any payment hereunder.

11. **Miscellaneous**.

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

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

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

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

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

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

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

have furnished to the other in writing in accordance herewith, except that notice of change of address shall be effective only upon receipt.

If to the Company:

222 West Las Colinas Boulevard, Suite 900N
Irving, Texas 75039
Attention: General Counsel

If to Executive:

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

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

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

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

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

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

| **EXECUTIVE:** | **Celanese Corporation:** |
|---|---|
| By: _____ | By: _____ |
| Lori J. Ryerkerk<br>Employee ID: <<Personnel Number>> | |
| Date: _____ | Date: _____ |

**EXHIBIT A**

**FORM OF GENERAL RELEASE AGREEMENT**

**AGREEMENT AND GENERAL RELEASE**

Celanese Corporation and its Affiliates (the "Company"), 222 West Las Colinas Boulevard, Suite 900N, Irving, Texas 75039 and Lori Ryerkerk, his or her heirs, executors, administrators, successors, and assigns ("Executive"), enter into this Agreement and General Release (the "Release") and agree as follows:

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

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

**a. Change In Control Payment**. The Company will pay the Change In Control Payment, as defined in the Change In Control Agreement between the Company and Executive dated on or about _____, 20___ (the "CIC Agreement")[1] and provide the other benefits and reimbursements set forth in the CIC Agreement. Executive agrees that such payments are the exclusive payments due to Executive arising out of the separation of Executive's employment.

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

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

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

4. **General Release of Claims**. Executive knowingly and voluntarily releases and forever discharges the Company and its Affiliates, together with its predecessors, successors and assigns and the current and former employees, officers, directors and agents thereof (collectively, the "Released Parties"), of and from any and all claims, known and unknown, asserted and unasserted, Executive has or may have as of the date of execution of this Release to the full extent permitted by law, in all countries and jurisdictions in which the Released Parties conduct their respective business, including but not limited to the United States of America. Notwithstanding anything to the contrary herein, it is expressly understood and agreed that the terms and conditions of any Long-Term Incentive Awards shall continue to be governed by the applicable Long-Term Incentive Award Agreements and shall not be affected by this Release.

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

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

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

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

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

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

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

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

6. **Affirmations**. Executive affirms that he/she has not filed, caused to be filed, or presently is a party to any claim, complaint, or action against the Released Parties in any forum or form, provided that this Release shall not affect the rights or responsibilities of the Equal Employment Opportunity Commission, or any other federal, state, or local authority with similar responsibilities (collectively, the "Commission") to enforce any employment discrimination law, and that this Release shall not shall affect the right of Executive to file a charge of discrimination with the Commission or participate in any investigation. However, Executive waives any right to participate in any payment or benefit arising from any such charge, claim, or investigation.

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

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

7. **Governing Law and Interpretation**. This Release shall be governed and conformed in accordance with the laws of the State of Texas, without regard to its conflict of laws provision. In the event the Executive or Company breaches any provision of this Release, Executive and Company affirm that either may institute an action to specifically enforce any term or terms of this Release. Should any provision of this Release be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision shall immediately become null and void, leaving the remainder of this Release in full force and effect.

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

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

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

11. **Future Cooperation after Separation Date**. After separation, Executive agrees to make reasonable efforts to assist Company including but not limited to: assisting with transition duties, assisting with issues that arise after separation of employment and assisting with the defense or prosecution of any lawsuit or claim. This includes but is not limited to providing deposition testimony, attending hearings and testifying on behalf of the Company. The Company will reimburse Executive for reasonable time

and expenses in connection with any future cooperation after the separation date. Time and expenses can include loss of pay or using vacation time at a future employer. The Company shall reimburse the Executive within thirty (30) days of remittance by Executive to the Company of such time and expenses incurred, but in no event later than the end of the Executive's tax year following the tax year in which the Executive incurs such time and expenses and such reimbursement obligation shall remain in effect for five years and the amount of expenses eligible for reimbursement hereunder during Executive's tax year will not affect the expenses eligible for reimbursement in any other tax year. Notwithstanding the preceding sentence, if Executive is a Specified Employee on the Executive's Termination Date, the reimbursement shall not be made until after six (6) months and one day following Executive's Termination Date.

12. **Injunctive Relief**. Executive agrees and acknowledges that the Company will be irreparably harmed by any breach, or threatened breach by him/her of this Agreement and that monetary damages would be grossly inadequate. Accordingly, he/she agrees that in the event of a breach, or threatened breach by him/her of this Agreement the Company shall be entitled to apply for immediate injunctive or other preliminary or equitable relief, as appropriate, in addition to all other remedies at law or equity.

13. **Review Period**. Executive is hereby advised he/she has until [Insert Date], twenty-one (21) calendar days, to review this Release and to consult with an attorney prior to execution of this Release. Executive agrees that any modifications, material or otherwise, made to this Release do not restart or affect in any manner the original twenty-one (21) calendar day consideration period.

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

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

16. **Entire Agreement**. This Release sets forth the entire agreement between the parties hereto, and fully supersedes any prior obligation of the Company to the Executive. Executive acknowledges that he/she has not relied on any representations, promises, or agreements of any kind made to him/her in connection with his/her decision to accept this Release, except for those set forth in this Release.

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

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

**Celanese Corporation:**

By: _____ By: _____

Date: _____ Date: _____

**EXHIBIT B**

**[List of Works]**

# AMENDED AND RESTATED CHANGE IN CONTROL AGREEMENT

This AMENDED AND RESTATED CHANGE IN CONTROL AGREEMENT (the "***Agreement"***) is entered into on **<<DATE>>** (the "***Effective Date"***) by and between Celanese Corporation (the "***Company"***) and **<<NAME>>** (the "***Executive"***).

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

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

1. **Definitions:**

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

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

c. ***"Cause"*** shall mean (i) Executive's willful failure to perform Executive's duties hereunder (other than as a result of total or partial incapacity due to physical or mental illness) for a period of thirty (30) days following written notice by the Company to Executive of such failure, (ii) conviction of, or a plea of nolo contendere to, (x) a felony under the laws of the United States or any state thereof or any similar criminal act in a jurisdiction outside the United States or (y) a crime involving moral turpitude, (iii) Executive's willful malfeasance or willful misconduct which is demonstrably injurious to the Company or its Affiliates, (iv) any act of fraud by Executive, (v) any material violation of the Company's code of conduct, (vi) any material violation of the Company's policies concerning harassment or discrimination, (vii) Executive's conduct that causes material harm to the business reputation of the Company or its Affiliates, or (viii) Executive's breach of the provisions of Sections 7 (Confidentiality; Intellectual Property) or 8 (Non-Competition; Non-Solicitation) of this Agreement.

d. "***Change In Control"*** will be deemed to have occurred for purposes hereof, upon any one of the following events: (i) any person, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "***Exchange Act***")) becomes the beneficial owner (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 30% or more of either (A) the then-outstanding shares of common stock of the Company (the "***Outstanding Company Common Stock***") or (B) the combined voting power of the then-outstanding voting securities of the Company entitled to vote generally in the election of directors (the "***Outstanding Company Voting Securities***"); provided, however, that, for purposes of this subparagraph, the following acquisitions shall not constitute a Change of Control: (i) any acquisition directly from the Company, (ii) any acquisition by the Company, (iii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any Affiliate, or (iv) any acquisition pursuant to a transaction that complies with clauses (A), (B) or (C) in paragraph (iii) of this definition; (ii) individuals who, as of the effective date of this Agreement, constitute the Board (the "***Incumbent Board***") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the effective date of this Agreement whose election, or nomination for election by the Company's stockholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual was a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or (iii) consummation of a reorganization, merger, statutory share exchange or consolidation or similar transaction involving the Company or any of its subsidiaries, a sale or other disposition of all or substantially all of the assets of the Company, or the acquisition of assets or stock of another entity by the Company or any of its subsidiaries (each, a "***Business Combination***"), in each case unless, following such Business Combination, (A) all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding Company Common Stock and the Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then-outstanding shares of common stock (or, for a non-corporate entity, equivalent securities) and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors (or, for a non-corporate entity, equivalent governing body), as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity that, as a result of such transaction, owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership immediately prior to such Business Combination of the Outstanding Company Common Stock and the Outstanding Company Voting Securities, as the case may be, (B) no Person (excluding any corporation resulting from such Business Combination or any employee benefit plan (or related trust) of the Company or such corporation resulting from such Business Combination) beneficially owns, directly or indirectly, 30% or more of, respectively, the then-outstanding shares of common stock of the corporation resulting from such Business Combination or the combined voting power of the then-outstanding voting securities of such corporation, except to the extent that such ownership existed prior to the Business Combination, and (C) at least a majority of the members of the board of directors (or, for a non-corporate entity, equivalent governing body) of the entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial

agreement or of the action of the Board providing for such Business Combination; (iv) approval by the stockholders of the Company of a complete liquidation or dissolution of the Company.

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

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

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

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

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

i. ***"Confidential Information"*** shall mean any non-public, proprietary or confidential information, including without limitation trade secrets, know-how, research and development, software, databases, inventions, processes, formulae, technology, designs and other intellectual property, information concerning finances, investments, profits, pricing, costs, products, services, vendors, customers, clients, partners, investors, personnel, compensation, benefits, recruiting, training, advertising, sales, marketing, promotions, government and regulatory activities and approvals concerning the past, current or future business, activities and operations of the Company, its Affiliates and/or any third party that has disclosed or provided any of same to the Company or its Affiliates on a confidential basis. "Confidential Information" also includes any information designated as a trade secret or proprietary information by operation of law or otherwise, but shall not be limited by such designation. "Confidential Information" shall not include any information that is (i) generally known to the industry or the public other than as a result of Executive's breach of this covenant; (ii) made legitimately available to Executive by a third party without breach of any confidentiality obligation; or (iii) required by law to be disclosed; provided

that Executive shall give prompt written notice to the Company of such requirement, disclose no more information than is so required, and cooperate with any attempts by the Company to obtain a protective order or similar treatment.

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

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

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

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

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

o. ***"Specified Employee"*** shall have the meaning and shall be determined in the manner set forth in the Celanese Americas Supplemental Retirement Pension Plan.

p. ***"Restricted Period"*** shall be (i) one year from the Termination Date in the event of a Separation from Service that occurs during the Service Term (as defined hereinafter) other than in the case of an involuntary Separation from Service without Cause, (ii) in the case of an involuntary Separation from Service without Cause during the Service Term, an amount of time in whole months equal to the number of months' salary the Company agrees to provide to Executive in severance, whether paid over time or in a lump sum; and (iii) eighteen (18) months from the Termination Date in the event of a Separation from Service following a Change In Control where Executive receives the Change In Control Payment (as defined hereinafter).

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

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

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

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

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

a. This Agreement shall be for an initial term (the "***Initial Term"***) of two years and shall continue to renew for consecutive two year terms thereafter (a "***Renewal Term"***), unless either party shall give written notice to the other (a "***Notice of Non-Renewal"***) that such agreement shall not renew at least ninety (90) days prior to the expiration of the Initial Term or Renewal Term then in effect. Notwithstanding the foregoing, the Company may not give a Notice of Non-Renewal during the Change In Control Protection Period.

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

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

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

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

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

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

The effect of a change in control on any long-term incentive awards (cash or equity) or deferred compensation previously granted to the Executive under the 2008 Deferred Compensation Plan, 2004 Stock Incentive Plan or the 2009 Global Incentive Plan, as amended, or the 2018 Global Incentive Plan (the "***Long-Term Incentive Awards"***), shall be governed by the

terms and conditions of the applicable individual award agreements or deferral agreements and the Celanese Corporation 2008 Deferred Compensation Plan, the 2004 Stock Incentive Plan or the 2009 Global Incentive Plan, as amended, or the 2018 Global Incentive Plan (collectively, the "***Long-Term Incentive Award Agreements"***), and shall not be governed by this Agreement.

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

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

(i) The Change In Control is consummated;

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

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

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

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

b. The "***Change In Control Payment"*** shall be equal to two (2) times the sum of (i) Executive's then current annualized base salary; and (ii) the higher of (x) Executive's Target Bonus in effect on the last day of the Fiscal Year that ended immediately prior to the year in which the Termination Date occurs, or (y) the average of the cash bonuses paid by the Company to Executive for the three Fiscal Years preceding the Termination Date.

c. If the Executive is a Specified Employee on the Executive's Termination Date, the Change In Control Payment shall be paid in a single lump sum to Executive six (6) months and one day after the Executive's Termination Date, together with interest at the rate provided in Section 1274(b)(2)(B) of the Code. If the Executive is not a Specified Employee on the Executive's Termination Date, the Severance Payment shall be paid in a single lump sum to the Executive within thirty (30) days of the Executive's Termination Date.

d. Provided that all of the conditions in Section 5(a) are met and Executive has complied in all material respects with regard to the obligations of Sections 7 and 8 of this Agreement:

(i) So long as Executive makes a timely COBRA election, if the Executive timely remits to the Company the applicable "COBRA" premiums for such coverage, the Company will continue to provide group health and dental coverage under the Company's medical plan for Executive and his or her dependents during the Restricted Period; and will reimburse Executive for all premiums paid by Executive for such continued coverage. Such reimbursements will be made within thirty (30) days after Executive's payment of such premiums (or submission of a request for reimbursement and satisfactory proof of such payment) but in no event later than on or before the last day of the Executive's tax year following the tax year in which the expense was incurred. The amount of COBRA premiums and health and dental expenses eligible for reimbursement during Executive's tax year may not affect the COBRA premiums and health and dental expenses eligible for reimbursement in any other tax year.

(ii) The Company will pay Executive a prorated annual bonus for the year that all of the requirements of Section 5(a) are met, calculated as the Executive's target bonus payment for the year such conditions of Section 5(a) are met, multiplied by a fraction, the numerator of which is the number of days in such year through the Termination Date, and the denominator of which is 365 (or, 366, as applicable). The prorated annual bonus (1) shall be based on actual performance of the Company for the year the payment is made, and (2) shall be paid at the same time annual bonuses are paid to other executives of the Company, but in no event later than the 15th day of the third month of the year following the year the requirements of Section 5(a) are met.

(iii) Executive will be entitled to executive-level outplacement services, provided by a vendor selected by the Company for a period of 12 months following the Termination Date at no cost to the Executive.

e. Adjustment to Payments.

(i) Anything in this Agreement to the contrary notwithstanding, in the event it shall be determined that any economic benefit or payment or distribution by the Company to or for the benefit of the Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise (including, but not limited to, any economic benefit received by the Executive by reason of the acceleration of rights under the various option and restricted stock unit plans of the Company) ("***Covered Payments"***), would be subject to the excise tax imposed by Section 4999 of the Code or any interest or penalties with respect to such excise tax (such excise tax, together with any such interest and penalties, are hereinafter collectively referred to as the "***Excise Tax"***), the Covered Payments shall be reduced (but not below zero) if and to the extent that such reduction would result in the Executive retaining a larger amount, on an after-tax basis (taking into account federal, state and local income taxes and the imposition of the Excise Tax), than if the Executive received all of the Covered Payments. The Company shall reduce or eliminate the Covered Payments, by first reducing or eliminating the portion of the Covered Payments which are not payable in cash and then by reducing or eliminating cash payments, in each

case in reverse order beginning with payments or benefits which are to be paid the farthest in time from the determination.

(ii) All determinations required to be made under subsection (e)(i), including whether and when an adjustment to any Covered Payments is required and, if applicable, which Covered Payments are to be so adjusted, shall be made by a public accounting firm appointed by the Company or tax counsel selected by such accounting firm (the "***Accountants"***). All fees and expenses of the Accountants shall be borne solely by the Company. Any determination by the Accountants shall be binding upon the Company and Executive.

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

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

7. **Confidentiality; Intellectual Property**.

a. Confidentiality.

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

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

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

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

b. Intellectual Property.

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

(ii) If Executive creates, invents, designs, develops, contributes to or improves any Works, either alone or with third parties, at any time during Executive's employment by the Company and within the scope of such employment and/or with the use of any of the Company resources ("***Company Works"***), Executive shall promptly and fully disclose same to the Company and hereby irrevocably assigns, transfers and conveys, to the maximum extent permitted by applicable law, all rights and intellectual property rights therein (including rights under patent,

industrial property, copyright, trademark, trade secret, unfair competition and related laws) to the Company to the extent ownership of any such rights does not vest originally in the Company.

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

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

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

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

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

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

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

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

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

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

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

(A) engage in any Competitive Business;

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

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

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

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

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

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

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

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

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

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

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

10. **Section 409A Acknowledgement and Release**. Executive understands that payments under this Agreement are potentially subject to Section 409A of the Code and that if this Agreement does not satisfy an exception to Code Section 409A or does not comply with the requirements of Section 409A and the applicable guidance thereunder, then Executive may incur adverse tax consequences under Section 409A. Executive acknowledges and agrees that (a) Executive is solely responsible for all obligations arising as a result of the tax consequences associated with payments under this Agreement including, without limitation, any taxes, interest or penalties associated with Section 409A, (b) Executive is not relying upon any written or oral statement or representation by the Company or any Affiliate thereof, or any of their respective employees, directors, officers, attorneys or agents (collectively, the "***Company Parties***") regarding the tax effects associated with the execution of this Agreement and the payment under this

Agreement, and (c) in deciding to enter into this Agreement, Executive is relying on his or her own judgment and the judgment of the professionals of his or her choice with whom Executive has consulted. Executive hereby releases, acquits and forever discharges the Company Parties from all actions, causes of actions, suits, debts, obligations, liabilities, claims, damages, losses, costs and expenses of any nature whatsoever, known or unknown, on account of, arising out of, or in any way related to the tax effects associated with the execution of this Agreement and any payment hereunder.

11. **Miscellaneous**.

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

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

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

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

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

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

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

have furnished to the other in writing in accordance herewith, except that notice of change of address shall be effective only upon receipt.

If to the Company:

222 West Las Colinas Boulevard, Suite 900N
Irving, Texas 75039
Attention: General Counsel

If to Executive:

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

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

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

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

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

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

| **EXECUTIVE:** | **Celanese Corporation:** |
|---|---|
| By: _____ | By: _____ |
| <<NAME>> | |
| Employee ID: <<Personnel Number>> | |
| Date: _____ | Date: _____ |

**EXHIBIT A**

**FORM OF GENERAL RELEASE AGREEMENT**

**AGREEMENT AND GENERAL RELEASE**

Celanese Corporation and its Affiliates (the "Company"), 222 West Las Colinas Boulevard, Suite 900N, Irving, Texas 75039 and _____, his or her heirs, executors, administrators, successors, and assigns ("Executive"), enter into this Agreement and General Release (the "Release") and agree as follows:

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

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

**a. Change In Control Payment**. The Company will pay the Change In Control Payment, as defined in the Change In Control Agreement between the Company and Executive dated on or about _____, 20___ (the "CIC Agreement")[1] and provide the other benefits and reimbursements set forth in the CIC Agreement. Executive agrees that such payments are the exclusive payments due to Executive arising out of the separation of Executive's employment.

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

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

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

4. **General Release of Claims**. Executive knowingly and voluntarily releases and forever discharges the Company and its Affiliates, together with its predecessors, successors and assigns and the current and former employees, officers, directors and agents thereof (collectively, the "Released Parties"), of and from any and all claims, known and unknown, asserted and unasserted, Executive has or may have as of the date of execution of this Release to the full extent permitted by law, in all countries and jurisdictions in which the Released Parties conduct their respective business, including but not limited to the United States of America. Notwithstanding anything to the contrary herein, it is expressly understood and agreed that the terms and conditions of any Long-Term Incentive Awards shall continue to be governed by the applicable Long-Term Incentive Award Agreements and shall not be affected by this Release.

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

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

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

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

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

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

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

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

6. **Affirmations**. Executive affirms that he/she has not filed, caused to be filed, or presently is a party to any claim, complaint, or action against the Released Parties in any forum or form, provided that this Release shall not affect the rights or responsibilities of the Equal Employment Opportunity Commission, or any other federal, state, or local authority with similar responsibilities (collectively, the "Commission") to enforce any employment discrimination law, and that this Release shall not shall affect the right of Executive to file a charge of discrimination with the Commission or participate in any investigation. However, Executive waives any right to participate in any payment or benefit arising from any such charge, claim, or investigation.

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

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

7. **Governing Law and Interpretation**. This Release shall be governed and conformed in accordance with the laws of the State of Texas, without regard to its conflict of laws provision. In the event the Executive or Company breaches any provision of this Release, Executive and Company affirm that either may institute an action to specifically enforce any term or terms of this Release. Should any provision of this Release be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision shall immediately become null and void, leaving the remainder of this Release in full force and effect.

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

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

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

11. **Future Cooperation after Separation Date**. After separation, Executive agrees to make reasonable efforts to assist Company including but not limited to: assisting with transition duties, assisting with issues that arise after separation of employment and assisting with the defense or prosecution of any lawsuit or claim. This includes but is not limited to providing deposition testimony, attending hearings and testifying on behalf of the Company. The Company will reimburse Executive for reasonable time

and expenses in connection with any future cooperation after the separation date. Time and expenses can include loss of pay or using vacation time at a future employer. The Company shall reimburse the Executive within thirty (30) days of remittance by Executive to the Company of such time and expenses incurred, but in no event later than the end of the Executive's tax year following the tax year in which the Executive incurs such time and expenses and such reimbursement obligation shall remain in effect for five years and the amount of expenses eligible for reimbursement hereunder during Executive's tax year will not affect the expenses eligible for reimbursement in any other tax year. Notwithstanding the preceding sentence, if Executive is a Specified Employee on the Executive's Termination Date, the reimbursement shall not be made until after six (6) months and one day following Executive's Termination Date.

12. **Injunctive Relief**. Executive agrees and acknowledges that the Company will be irreparably harmed by any breach, or threatened breach by him/her of this Agreement and that monetary damages would be grossly inadequate. Accordingly, he/she agrees that in the event of a breach, or threatened breach by him/her of this Agreement the Company shall be entitled to apply for immediate injunctive or other preliminary or equitable relief, as appropriate, in addition to all other remedies at law or equity.

13. **Review Period**. Executive is hereby advised he/she has until [Insert Date], twenty-one (21) calendar days, to review this Release and to consult with an attorney prior to execution of this Release. Executive agrees that any modifications, material or otherwise, made to this Release do not restart or affect in any manner the original twenty-one (21) calendar day consideration period.

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

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

16. **Entire Agreement**. This Release sets forth the entire agreement between the parties hereto, and fully supersedes any prior obligation of the Company to the Executive. Executive acknowledges that he/she has not relied on any representations, promises, or agreements of any kind made to him/her in connection with his/her decision to accept this Release, except for those set forth in this Release.

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

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

**Celanese Corporation:**

By: _____ By: _____

Date: _____ Date: _____

**EXHIBIT B**

**[List of Works]**

**Schedule of Executive Officers**

Scott A. Richardson
Todd L. Elliott
Shannon L. Jurecka
A. Lynne Puckett

**AMENDMENT NUMBER TWO**

**to the**

**CELANESE AMERICAS SUPPLEMENTAL RETIREMENT SAVINGS PLAN**

The Celanese Americas Supplemental Retirement Savings Plan (the "Plan") is amended effective as of February 5, 2020 as follows:

1. Section 2.6 of the Plan is hereby deleted and replaced with the following:

2.6 "Change in Control" shall be deemed to have occurred for purposes hereof, upon any one of the following events:

a) Any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (a "Person") becomes the beneficial owner (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 30% or more of either (A) the then-outstanding shares of common stock of the Company (the "Outstanding Company Common Stock") or (B) the combined voting power of the then-outstanding voting securities of the Company entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities"); provided, however, that, for purposes of this subparagraph, the following acquisitions shall not constitute a Change of Control: (i) any acquisition directly from the Company, (ii) any acquisition by the Company, (iii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any Affiliate, or (iv) any acquisition pursuant to a transaction that complies with clauses (A), (B) or (C) in paragraph (c) of this definition; or

b) Individuals who, as of the effective date of this Agreement, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the effective date of this Agreement whose election, or nomination for election by the Company's stockholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual was a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or

c) Consummation of a reorganization, merger, statutory share exchange or consolidation or similar transaction involving the Company or any of its subsidiaries, a sale or other disposition of all or substantially all of the assets of the Company, or the acquisition of assets or stock of another entity by the Company or any of its subsidiaries (each, a "Business Combination"), in each case unless, following such Business Combination, (A) all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding Company Common Stock and the Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then-outstanding shares of common stock (or, for a non-corporate entity, equivalent securities) and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors (or, for a non-corporate entity, equivalent governing body), as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity that, as a result of such transaction, owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership immediately prior to such Business Combination of the Outstanding Company Common Stock and the Outstanding Company Voting Securities, as the case may be, (B) no Person (excluding any corporation resulting from such Business Combination or any employee benefit plan (or related trust) of the Company or such corporation resulting from such Business Combination) beneficially owns, directly or indirectly, 30% or more of, respectively, the then-outstanding shares of common stock of the corporation resulting from such Business Combination or the combined voting power of the then-outstanding voting securities of such corporation, except to the extent that such ownership existed prior to the Business Combination, and (C) at least a majority of the members of the board of directors (or, for a non-corporate entity, equivalent governing body) of the entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement or of the action of the Board providing for such Business Combination; or

d) Approval by the stockholders of the Company of a complete liquidation or dissolution of the Company.

IN WITNESS WHEREOF, this Amendment Number Two is signed this 5th day of February, 2020.

**CELANESE AMERICAS SUPPLEMENTAL RETIREMENT SAVINGS PLAN BENEFITS COMMITTEE**

For the Committee

By: /s/ Jose Motta

Name: Jose Motta

Title: Chair, Employee Benefits Committee

**Exhibit 31.1**

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

I, Lori J. Ryerkerk, certify that:

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

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

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

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

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

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

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

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

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

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

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

/s/ LORI J. RYERKERK

Lori J. Ryerkerk
*Chairman of the Board of Directors,*
*Chief Executive Officer and President*
April 28, 2020

**Exhibit 31.2**

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

I, Scott A. Richardson, certify that:

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

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

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

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

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

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

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

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

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

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

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

/s/ SCOTT A. RICHARDSON

Scott A. Richardson
*Executive Vice President and*
*Chief Financial Officer*
April 28, 2020

**Exhibit 32.1**

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

In connection with the Quarterly Report of Celanese Corporation (the "Company") on Form 10-Q for the period ending March 31, 2020 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Lori J. Ryerkerk, Chairman of the Board of Directors, Chief Executive Officer and President of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

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

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

/s/ LORI J. RYERKERK

Lori J. Ryerkerk
*Chairman of the Board of Directors,*
*Chief Executive Officer and President*
April 28, 2020

**Exhibit 32.2**

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

In connection with the Quarterly Report of Celanese Corporation (the "Company") on Form 10-Q for the period ending March 31, 2020 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Scott A. Richardson, Executive Vice President and Chief Financial Officer of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

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

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

/s/ SCOTT A. RICHARDSON

Scott A. Richardson
*Executive Vice President and*
*Chief Financial Officer*
April 28, 2020