

CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA
NEW YORK, N. Y. 10005

RALPH L. MCAFEE
HENRY W. DEKOSMIAN
ALLEN F. MAULSBY
STEWART R. BROSS, JR.
HENRY P. RIORDAN
JOHN R. HUPPER
SAMUEL C. BUTLER
WILLIAM J. SCHRENK, JR.
BENJAMIN F. CRANE
JOHN F. HUNT
GEORGE J. GILLESPIE, III
RICHARD S. SIMMONS
WAYNE E. CHAPMAN
THOMAS D. BARR
MELVIN L. BEDRICK
GEORGE T. LOWY
ROBERT ROSENMAN
JAMES H. DUFFY
ALAN J. HRUSKA
JOHN E. YOUNG
JAMES M. EDWARDS
DAVID G. ORMSBY
DAVID L. SCHWARTZ
RICHARD J. HIEGEL
CHRISTINE BESHAR
ROBERT S. RIFKIND

DAVID BOIES
DAVID O. BROWNWOOD
PAUL M. DODYK
RICHARD M. ALLEN
THOMAS R. BROME
ROBERT D. JOFFE
ROBERT F. MULLEN
ALLEN FINKELSON
RONALD S. ROLFE
JOSEPH R. SAHID
PAUL C. SAUNDERS
MARTIN L. SENZEL
DOUGLAS D. BROADWATER
ALAN C. STEPHENSON
RICHARD L. HOFFMAN
JOSEPH A. MULLINS
MAX R. SHULMAN
WILLIAM P. DICKEY
STUART W. GOLD
JOHN W. WHITE
JOHN E. BEERBOWER
EVAN R. CHESLER
PATRICIA GEOGHEGAN
D. COLLIER KIRKHAM
MICHAEL L. SCHLER

RECORDATION NO. 9761-E
FILED 1425

AUG 30 1982 - 3 30 PM

2-242-100

STATE COMMERCE COMMISSION

No.
Date AUG 30 1982
Fee \$ 10.00

ICC Washington, D. C.

COUN: MAURICE T. FRANCIS F. RA
TELEPH: 212 422-
TELE: RCA 23
WUD 12
WUI 62
CABLE ADI
CRAVAT
CRAVATH, LOI
2 HONEY LANE
LONDON EC2V
TELEPHONE
TELEX: E
RAPIFAX/I
1-606

August 30, 1982

Amendment Agreement Dated as of July 1, 1982
Amending Lease Filed Under Recordation No. 9761

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Celanese Corporation for filing and recordation counterparts of the following document:

Amendment Agreement Number Three dated as of July 1, 1982, among Celanese Corporation, First Security Bank of Utah, N.A., as owner trustee, United States Trust Company of New York, as trustee, Bankers Trust Company and State Mutual Life Assurance Company of America.

The Amendment Agreement amends an Equipment Lease, dated as of September 1, 1977, previously filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on October 13, 1978, at 1:40 p.m., Recordation Number 9761, an Amendment Agreement Number One, dated as of January 15, 1979, previously filed and recorded with the Interstate Commerce Commission on March 2, 1979, at 2:10 p.m., Recordation Number 9761-C and an Amendment Agreement Number Two, dated as of December 1, 1981, previously filed and recorded with the Interstate Commerce Commission on March 25, 1982, at 11:40 a.m., Recordation Number 9761-D.

Please file and record the Amendment Agreement and assign it Recordation Number 9761-E.

Enclosed is a check for \$10 payable to the Interstate Commerce Commission, for the recordation fee for the Amendment Agreement.

Clayton M. Wheeler
Clayton M. Wheeler

AUG 30 1982 - 2 22 PM '82

Please stamp all counterparts of the enclosed document and the attached copies of this transmittal letter with your official recording stamp. You will wish to retain one copy of the instrument and the original of this transmittal letter for your files. It is requested that the remaining counterparts of the document and the copies of this transmittal letter be delivered to the bearer of this letter.

Very truly yours,

Laurance V. Goodrich *cew*
Laurance V. Goodrich
As Agent for Celanese
Corporation

Ms. Agatha L. Mergenovich,
Secretary,
Interstate Commerce Commission,
Washington, D. C. 20423.

Encls.

AMENDMENT AGREEMENT NUMBER THREE

RECORDATION NO. 97614 FIGG 1425

TO

AUG 20 1982 - 2 30 PM

CELANESE CORPORATION

INTERSTATE COMMERCE COMMISS

EQUIPMENT LEASE FINANCING TRANSACTION

(Documents dated as of September 1, 1977)

THIS AMENDMENT AGREEMENT NUMBER THREE to Equipment Lease Financing Transaction is entered into as of July 1, 1982, by and among the undersigned.

RECITALS

A. The parties hereto have entered into an equipment lease financing transaction as more particularly set forth herein, and in connection therewith have executed various instruments and agreements; and

B. The parties hereto now desire to change certain aspects of said transaction to permit the leased equipment to be re-numbered.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements set forth herein the parties hereto hereby agree as follows:

1. Definitions

1.1 Parties

- | | |
|--------------------|--|
| (a) Owner Trustee: | First Security Bank
Utah, N.A., not in its
individual capacity,
solely as trustee under
Master Trust Agreement
as of October 1, 1977
IteL Capital Services
Corporation. |
| (b) Lessee: | Celanese Corporation |
| (c) Beneficiary: | Bankers Trust Company |

AMENDMENT AGREEMENT NUMBER THREE

TO

CELANESE CORPORATION

EQUIPMENT LEASE FINANCING TRANSACTION

(Documents dated as of September 1, 1977)

THIS AMENDMENT AGREEMENT NUMBER THREE to Equipment Lease Financing Transaction is entered into as of July 1, 1982, by and among the undersigned.

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1. Definitions

1.1 Parties

- | | |
|--------------------|---|
| (a) Owner Trustee: | First Security Bank of Utah, N.A., not in its individual capacity, but solely as trustee under Master Trust Agreement dated as of October 1, 1976 with IteL Capital Services Corporation. |
| (b) Lessee: | Celanese Corporation |
| (c) Beneficiary: | Bankers Trust Company |

- (d) Trustee: United States Trust Company of New York
- (e) Long-Term Lender: State Mutual Life Assurance Company of America

1.2 Agreements

- (a) Participation Agreement: Participation Agreement as of September 1, 1977, amended by Amendment Agreement Number One dated as of January 15, 1979 and by Amendment Agreement Number Two dated as of December 1, 1981 by and among the Owner Trustee, as Lessor, the Beneficiary, the Lender, the Long-Term Lender and the Lessee
- (b) Trust Agreement: Master Trust Agreement dated as of October 1, 1976 by and between the Owner Trustee and the Agent
- (c) Trust Indenture: Trust Indenture dated as of October 1, 1976 by and between the Owner Trustee and the Trustee
- (d) Supplemental Indenture: Supplemental Indenture dated as of September 1, 1977, amended by Amendment Agreement Number One dated as of January 15, 1979 by and between the Owner Trustee and the Trustee
- (e) Lease: Equipment Lease dated as of September 1, 1977, as amended by Amendment Agreement Number One dated as of January 15, 1979 and by Amendment Agreement Number Two dated as of December 1, 1981 by and between the Owner Trustee as Lessor, and the Lessee.

2. Amendment to the Participation Agreement

2.1 Exhibit A, Page 1, to the Participation Agreement is hereby amended by deleting the numbers "5002-5079" in the column entitled "Description" and inserting in lieu thereof the numbers "905002-905079".

3. Amendments to the Lease

3.1 Section 9(e) of the Lease is hereby amended by substituting "numbers 'CELX 905002-905079'" for "letters 'CELX'" and by substituting "numbers 'SSIX 5002-5079'" for "letters 'SSIX'".

3.2 Exhibit A, Page 1, to the Lease is hereby amended by deleting the numbers "5002-5079" in the column entitled "Description" and inserting in lieu thereof the numbers "905002-905079."

Handwritten mark: a vertical line with an arrow pointing left and a large letter 'A' below it.

4. Effective Date

4.1 This Amendment is effective upon execution hereof.

5. Remainder of Agreements

5.1 Except as expressly amended hereby, the Participation Agreement and the Lease shall remain in full force and effect in all other respects.

6. Counterparts

6.1 This Amendment may be executed or consented to in counterparts and it shall not be necessary for each party to execute the same counterparts as long as each party shall execute one counterpart which shall be delivered to the other parties hereto.

THIS AMENDMENT AGREEMENT NUMBER THREE is executed on the dates indicated below.

FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity, but solely as trustee under a Master Trust Agreement dated as of October 1976 between it and Itel Capital Services Corporation as Owner Tru

(Corporate Seal)

Attest:

_____, 1982

By _____
(Authorized Officer)

UNITED STATES TRUST COMPANY OF
NEW YORK, not in its individual
capacity, but solely as trustee
under a Trust Indenture dated
as of October 1, 1976 between
it and the Owner Trustee, as
Trustee

(Corporate Seal)

Attest: _____

_____, 1982 By _____
(Vice President)

(Corporate Seal)

Attest: _____

BANKERS TRUST COMPANY,
as Beneficiary

_____, 1982 By _____

(Corporate Seal)

Attest: _____

STATE MUTUAL LIFE ASSURANCE
COMPANY OF AMERICA
as Long-Term Lender

_____, 1982 By _____

(Corporate Seal)

Attest: *[Signature]*

CELANESE CORPORATION,
as Lessee

Asst. Sec., 1982 By *[Signature]*

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On this the _____ day of _____, 19____
before me personally appeared _____,
to me personally known, who, being by me duly sworn, says
that he is Authorized Officer of First Security Bank of
Utah, National Association, that one of the seals affixed to
the foregoing instrument is the seal of said bank, that said
instrument was signed and sealed on behalf of said bank by
authority of its Board of Directors, and he acknowledged
that the execution of the foregoing instrument was the free
act and deed of said bank.

Notary Public

(Notarial Seal)

My Commission expires:

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On this the _____ day of _____, 19____
before me personally appeared _____,
to me personally known, who, being by me duly sworn, says
that he is a _____ of United States
Trust Company of New York, that one of the seals affixed to
the foregoing instrument is the corporate seal of said
corporation and that said instrument was signed and sealed
on behalf of said corporation by authority of its Board
of _____ and he acknowledged that the execution of the
foregoing instrument was the free act and deed of said
corporation.

Notary Public

(Notarial Seal)

My Commission expires:

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On this the 5th day of August, 1982
before me personally appeared D. W. Lodge,
to me personally known, who, being by me duly sworn, says
that he is a Vice President of Celanese Corporation,
that one of the seals affixed to the foregoing instrument is
the seal of said corporation, that said instrument was
signed and sealed on behalf of said corporation by authority
of its Board of Directors, and he acknowledged that the
execution of the foregoing instrument was the free act and
deed of said corporation.

Paul Huff
Notary Public

(Notarial Seal)

My Commission expires: 3/30/84

STATE OF MASSACHUSETTS)
)
COUNTY OF _____)

On this the _____ day of _____, 19____
before me personally appeared _____,
to me personally known, who, being by me duly sworn, says
that he is a _____ of State Mutual
Life Assurance Company of America, that one of the seals
affixed to the foregoing instrument is the seal of said
corporation and that said instrument was signed and sealed
on behalf of said corporation by authority of its Board of
Directors, and he acknowledged that the execution of the
foregoing instrument was the free act and deed of said
corporation.

Notary Public

(Notarial Seal)

My Commission expires:

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On this the _____ day of _____, 19____
before me personally appeared _____,
to me personally known, who, being by me duly sworn, says
that he is a _____ of Bankers Trust
Company, that one of the seals affixed to the foregoing
instrument is the corporate seal of said corporation, that
said instrument was signed and sealed on behalf of said corp-
oration by authority of its Board of Directors, and he
acknowledged that the execution of the foregoing instrument
was the free act and deed of said corporation.

Notary Public

(Notarial Seal)

My Commission expires: .

AMENDMENT AGREEMENT NUMBER THREE

TO

CELANESE CORPORATION

EQUIPMENT LEASE FINANCING TRANSACTION

(Documents dated as of September 1, 1977)

THIS AMENDMENT AGREEMENT NUMBER THREE to Equipment Lease Financing Transaction is entered into as of July 1, 1982, by and among the undersigned.

RECITALS

- A. The parties hereto have entered into an equipment lease financing transaction as more particularly set forth herein, and in connection therewith have executed various instruments and agreements; and
- B. The parties hereto now desire to change certain aspects of said transaction to permit the leased equipment to be re-numbered.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements set forth herein the parties hereto hereby agree as follows:

1. Definitions

1.1 Parties

- | | |
|--------------------|---|
| (a) Owner Trustee: | First Security Bank of Utah, N.A., not in its individual capacity, but solely as trustee under Master Trust Agreement dated as of October 1, 1976 with ITEL Capital Services Corporation. |
| (b) Lessee: | Celanese Corporation |
| (c) Beneficiary: | Bankers Trust Company |

(d) Trustee: United States Trust Comp
of New York

(e) Long-Term Lender: State Mutual Life Assura
Company of America

1.2 Agreements

(a) Participation Agreement: Participation Agreement as of September 1, 1977, amended by Amendment Agreement Number One dated as January 15, 1979 and by Amendment Agreement Number Two dated as of December 1, 1981 by and among the Owner Trustee, as Lessor, the Beneficiary, the Lender, the Long-Term Lender, and the Lessee

(b) Trust Agreement: Master Trust Agreement dated as of October 1, 1976 by and between the Owner Trustee and the Agent

(c) Trust Indenture: Trust Indenture dated as of October 1, 1976 by and between the Owner Trustee and the Trustee

(d) Supplemental Indenture: Supplemental Indenture dated as of September 1, 1977, amended by Amendment Agreement Number One dated as of January 15, 1979 by and between the Owner Trustee and the Trustee

(e) Lease: Equipment Lease dated as of September 1, 1977, as amended by Amendment Agreement Number One dated as of January 15, 1979 and by Amendment Agreement Number Two dated as of December 1, 1981 by and between the Owner Trustee, Lessor, and the Lessee.

2. Amendment to the Participation Agreement

2.1 Exhibit A, Page 1, to the Participation Agreement is hereby amended by deleting the numbers "5002-5079" in the column entitled "Description" and inserting in lieu thereof the numbers "905002-905079".

3. Amendments to the Lease

3.1 Section 9(e) of the Lease is hereby amended by substituting "numbers 'CELX 905002-905079'" for "letters 'CELX'" and by substituting "numbers 'SSIX 5002-5079'" for "letters 'SSIX'".

3.2 Exhibit A, Page 1, to the Lease is hereby amended by deleting the numbers "5002-5079" in the column entitled "Description" and inserting in lieu thereof the numbers "905002-905079."

4. Effective Date

4.1 This Amendment is effective upon execution hereof.

5. Remainder of Agreements

5.1 Except as expressly amended hereby, the Participation Agreement and the Lease shall remain in full force and effect in all other respects.

6. Counterparts

6.1 This Amendment may be executed or consented to in counterparts and it shall not be necessary for each party to execute the same counterparts as long as each party shall execute one counterpart which shall be delivered to the other parties hereto.

THIS AMENDMENT AGREEMENT NUMBER THREE is executed on the dates indicated below.

FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity, but
solely as trustee under a Master
Trust Agreement dated as of October 1,
1976 between it and Itel Capital
Services Corporation as Owner Trustee

(Corporate Seal)

Attest:

_____, 1982

By _____
(Authorized Officer)

2. Amendment to the Participation Agreement

2.1 Exhibit A, Page 1, to the Participation Agreement is hereby amended by deleting the numbers "5002-5079" in the column entitled "Description" and inserting in lieu thereof the numbers "905002-905079".

3. Amendments to the Lease

3.1 Section 9(e) of the Lease is hereby amended by substituting "numbers 'CELX 905002-905079'" for "letters 'CELX'" and by substituting "numbers 'SSIX 5002-5079'" for "letters 'SSIX'".

3.2 Exhibit A, Page 1, to the Lease is hereby amended by deleting the numbers "5002-5079" in the column entitled "Description" and inserting in lieu thereof the numbers "905002-905079."

4. Effective Date

4.1 This Amendment is effective upon execution hereof.

5. Remainder of Agreements

5.1 Except as expressly amended hereby, the Participation Agreement and the Lease shall remain in full force and effect in all other respects.

6. Counterparts

6.1 This Amendment may be executed or consented to in counterparts and it shall not be necessary for each party to execute the same counterparts as long as each party shall execute one counterpart which shall be delivered to the other parties hereto.

THIS AMENDMENT AGREEMENT NUMBER THREE is executed on the dates indicated below.

FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity, but
solely as trustee under a Master
Trust Agreement dated as of October
1976 between it and IteL Capital
Services Corporation as Owner Trustee

(Corporate Seal)

Attest:

_____, 1982

By _____
(Authorized Officer)

UNITED STATES TRUST COMPANY OF
NEW YORK, not in its individual
capacity, but solely as trustee
under a Trust Indenture dated
as of October 1, 1976 between
it and the Owner Trustee, as
Trustee

(Corporate Seal)

Attest: _____

_____, 1982 By _____
(Vice President)

(Corporate Seal)

BANKERS TRUST COMPANY,
as Beneficiary

Attest: _____

_____, 1982 By _____

(Corporate Seal)

STATE MUTUAL LIFE ASSURANCE
COMPANY OF AMERICA
as Long-Term Lender

Attest: Norman L. Kasparson
Norman L. Kasparson
Assistant Secretary

July 29, 1982 By Eric S. Werner, Jr.
Assistant Vice President

(Corporate Seal)

CELANESE CORPORATION,
as Lessee

Attest: _____

_____, 1982 By _____

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On this the _____ day of _____, 19____
before me personally appeared _____,
to me personally known, who, being by me duly sworn, says
that he is Authorized Officer of First Security Bank of
Utah, National Association, that one of the seals affixed to
the foregoing instrument is the seal of said bank, that said
instrument was signed and sealed on behalf of said bank by
authority of its Board of Directors, and he acknowledged
that the execution of the foregoing instrument was the free
act and deed of said bank.

Notary Public

(Notarial Seal)

My Commission expires:

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On this the _____ day of _____, 19____
before me personally appeared _____,
to me personally known, who, being by me duly sworn, says
that he is a _____ of United States
Trust Company of New York, that one of the seals affixed to
the foregoing instrument is the corporate seal of said
corporation and that said instrument was signed and sealed
on behalf of said corporation by authority of its Board
of _____ and he acknowledged that the execution of the
foregoing instrument was the free act and deed of said
corporation.

Notary Public

(Notarial Seal)

My Commission expires:

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On this the _____ day of _____, 19____
before me personally appeared _____,
to me personally known, who, being by me duly sworn, says
that he is a _____ of Celanese Corporation,
that one of the seals affixed to the foregoing instrument is
the seal of said corporation, that said instrument was
signed and sealed on behalf of said corporation by authority
of its Board of Directors, and he acknowledged that the
execution of the foregoing instrument was the free act and
deed of said corporation.

Notary Public

(Notarial Seal)

My Commission expires:

STATE OF MASSACHUSETTS)
)
COUNTY OF WORCESTER)

On this the 29th day of July, 19 82
before me personally appeared Eric S. Werner, Jr.,
to me personally known, who, being by me duly sworn, says
that he is a Assistant Vice President of State Mutual
Life Assurance Company of America, that one of the seals
affixed to the foregoing instrument is the seal of said
corporation and that said instrument was signed and sealed
on behalf of said corporation by authority of its Board of
Directors, and he acknowledged that the execution of the
foregoing instrument was the free act and deed of said
corporation.

Walter F. Weldon,
Notary Public

Walter F. Weldon, Jr. Notary Public
My Commission Expires October 18, 1986

(Notarial Seal)

My Commission expires:

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On this the _____ day of _____, 19____
before me personally appeared _____,
to me personally known, who, being by me duly sworn, says
that he is a _____ of Bankers Trust
Company, that one of the seals affixed to the foregoing
instrument is the corporate seal of said corporation, that
said instrument was signed and sealed on behalf of said corp-
oration by authority of its Board of Directors, and he
acknowledged that the execution of the foregoing instrument
was the free act and deed of said corporation.

Notary Public

(Notarial Seal)

My Commission expires:

AMENDMENT AGREEMENT NUMBER THREE

TO

CELANESE CORPORATION

EQUIPMENT LEASE FINANCING TRANSACTION

(Documents dated as of September 1, 1977)

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RECITALS

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NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements set forth herein the parties hereto hereby agree as follows:

1. Definitions

1.1 Parties

- | | |
|--------------------|---|
| (a) Owner Trustee: | First Security Bank of Utah, N.A., not in its individual capacity, but solely as trustee under Master Trust Agreement dated as of October 1, 1976 with IteL Capital Services Corporation. |
| (b) Lessee: | Celanese Corporation |
| (c) Beneficiary: | Bankers Trust Company |

(d) Trustee: United States Trust Company of New York

(e) Long-Term Lender: State Mutual Life Assurance Company of America

1.2 Agreements

(a) Participation Agreement: Participation Agreement as of September 1, 1977, amended by Amendment Agreement Number One dated as January 15, 1979 and by Amendment Agreement Number Two dated as of December 1, 1981 by and among the Owner Trustee, as Lessor, the Beneficiary, the Intermediate Lender, the Long-Term Lessee and the Lessee

(b) Trust Agreement: Master Trust Agreement dated as of October 1, 1976 by and between the Owner Trustee and the Agent

(c) Trust Indenture: Trust Indenture dated as of October 1, 1976 by and between the Owner Trustee and the Trustee

(d) Supplemental Indenture: Supplemental Indenture dated as of September 1, 1977, amended by Amendment Agreement Number One dated as of January 15, 1979 by and between the Owner Trustee and the Trustee

(e) Lease: Equipment Lease dated as of September 1, 1977, as amended by Amendment Agreement Number One dated as of January 15, 1979 and by Amendment Agreement Number Two dated as of December 1, 1981 by and between the Owner Trustee, as Lessor, and the Lessee.

2. Amendment to the Participation Agreement

2.1 Exhibit A, Page 1, to the Participation Agreement is hereby amended by deleting the numbers "5002-5079" in the column entitled "Description" and inserting in lieu thereof the numbers "905002-905079".

3. Amendments to the Lease

3.1 Section 9(e) of the Lease is hereby amended by substituting "numbers 'CELX 905002-905079'" for "letters 'CELX'" and by substituting "numbers 'SSIX 5002-5079'" for "letters 'SSIX'".

3.2 Exhibit A, Page 1, to the Lease is hereby amended by deleting the numbers "5002-5079" in the column entitled "Description" and inserting in lieu thereof the numbers "905002-905079."

4. Effective Date

4.1 This Amendment is effective upon execution hereof.

5. Remainder of Agreements

5.1 Except as expressly amended hereby, the Participation Agreement and the Lease shall remain in full force and effect in all other respects.

6. Counterparts

6.1 This Amendment may be executed or consented to in counterparts and it shall not be necessary for each party to execute the same counterparts as long as each party shall execute one counterpart which shall be delivered to the other parties hereto.

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FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity, but
solely as trustee under a Master
Trust Agreement dated as of October
1976 between it and Itel Capital
Services Corporation as Owner Trus

(Corporate Seal)

Attest:

_____, 1982

By _____
(Authorized Officer)

UNITED STATES TRUST COMPANY OF
NEW YORK, not in its individua
capacity, but solely as trustee
under a Trust Indenture dated
as of October 1, 1976 between
it and the Owner Trustee, as
Trustee

(Corporate Seal)

Attest: _____

_____, 1982 By _____
(Vice President)

(Corporate Seal)

Attest: Pamela J. Easton
V.P.

July 13, 1982 By J. J. Sullivan
V.P.

BANKERS TRUST COMPANY,
as Beneficiary

(Corporate Seal)

Attest: _____

_____, 1982 By _____

STATE MUTUAL LIFE ASSURANCE
COMPANY OF AMERICA
as Long-Term Lender

(Corporate Seal)

Attest: _____

_____, 1982 By _____

CELANESE CORPORATION,
as Lessee

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On this the _____ day of _____, 19____
before me personally appeared _____,
to me personally known, who, being by me duly sworn, says
that he is Authorized Officer of First Security Bank of
Utah, National Association, that one of the seals affixed to
the foregoing instrument is the seal of said bank, that said
instrument was signed and sealed on behalf of said bank by
authority of its Board of Directors, and he acknowledged
that the execution of the foregoing instrument was the free
act and deed of said bank.

Notary Public

(Notarial Seal)

My Commission expires:

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On this the _____ day of _____, 19____
before me personally appeared _____,
to me personally known, who, being by me duly sworn, says
that he is a _____ of United States
Trust Company of New York, that one of the seals affixed to
the foregoing instrument is the corporate seal of said
corporation and that said instrument was signed and sealed
on behalf of said corporation by authority of its Board
of _____ and he acknowledged that the execution of the
foregoing instrument was the free act and deed of said
corporation.

Notary Public

(Notarial Seal)

My Commission expires:

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

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before me personally appeared _____,
to me personally known, who, being by me duly sworn, says
that he is Authorized Officer of First Security Bank of
Utah, National Association, that one of the seals affixed to
the foregoing instrument is the seal of said bank, that said
instrument was signed and sealed on behalf of said bank by
authority of its Board of Directors, and he acknowledged
that the execution of the foregoing instrument was the free
act and deed of said bank.

Notary Public

(Notarial Seal)

My Commission expires:

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On this the _____ day of _____, 19____
before me personally appeared _____,
to me personally known, who, being by me duly sworn, says
that he is a _____ of United States
Trust Company of New York, that one of the seals affixed to
the foregoing instrument is the corporate seal of said
corporation and that said instrument was signed and sealed
on behalf of said corporation by authority of its Board
of _____ and he acknowledged that the execution of the
foregoing instrument was the free act and deed of said
corporation.

Notary Public

(Notarial Seal)

My Commission expires:

AMENDMENT AGREEMENT NUMBER THREE

TO

CELANESE CORPORATION

EQUIPMENT LEASE FINANCING TRANSACTION

(Documents dated as of September 1, 1977)

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B. The parties hereto now desire to change certain aspects of said transaction to permit the leased equipment to be re-numbered.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements set forth herein the parties hereto hereby agree as follows:

1. Definitions

1.1 Parties

- | | |
|--------------------|--|
| (a) Owner Trustee: | First Security Bank of Utah, N.A., not in its individual capacity, but solely as trustee under Master Trust Agreement (as of October 1, 1976 with IteI Capital Services Corporation. |
| (b) Lessee: | Celanese Corporation |
| (c) Beneficiary: | Bankers Trust Company |

(d) Trustee: United States Trust Comp
of New York

(e) Long-Term Lender: State Mutual Life Assura
Company of America

1.2 Agreements

(a) Participation Agreement: Participation Agreement as of September 1, 1977, amended by Amendment Agreement Number One dated as January 15, 1979 and by Amendment Agreement Number Two dated as of December 1981 by and among the Owner Trustee, as Lessor, the Beneficiary, the Lender, the Long-Term Lender and the Lessee

(b) Trust Agreement: Master Trust Agreement dated as of October 1, 1976 by between the Owner Trustee and the Agent

(c) Trust Indenture: Trust Indenture dated as October 1, 1976 by and between the Owner Trustee and the Trustee

(d) Supplemental Indenture: Supplemental Indenture dated as of September 1, 1977, amended by Amendment Agreement Number One dated as of January 15, 1979 by and between the Owner Trustee and the Trustee

(e) Lease: Equipment Lease dated as September 1, 1977, as amended by Amendment Agreement Number One dated as of January 1979 and by Amendment Agreement Number Two dated as December 1, 1981 by and between the Owner Trustee, Lessor, and the Lessee.

2. Amendment to the Participation Agreement

2.1 Exhibit A, Page 1, to the Participation Agreement is hereby amended by deleting the numbers "5002-5079" in the column entitled "Description" and inserting in lieu thereof the numbers "905002-905079".

3. Amendments to the Lease

3.1 Section 9(e) of the Lease is hereby amended by substituting "numbers 'CELX 905002-905079'" for "letters 'CELX'" and by substituting "numbers 'SSIX 5002-5079'" for "letters 'SSIX'".

3.2 Exhibit A, Page 1, to the Lease is hereby amended by deleting the numbers "5002-5079" in the column entitled "Description" and inserting in lieu thereof the numbers "905002-905079."

4. Effective Date

4.1 This Amendment is effective upon execution hereof.

5. Remainder of Agreements

5.1 Except as expressly amended hereby, the Participation Agreement and the Lease shall remain in full force and effect in all other respects.

6. Counterparts

6.1 This Amendment may be executed or consented to in counterparts and it shall not be necessary for each party to execute the same counterparts as long as each party shall execute one counterpart which shall be delivered to the other parties hereto.

THIS AMENDMENT AGREEMENT NUMBER THREE is executed on the dates indicated below.

FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity, but
solely as trustee under a Master
Trust Agreement dated as of October
1976 between it and Itel Capital
Services Corporation as Owner Trust

(Corporate Seal)

Attest:

_____, 1982

By _____

(Authorized Officer)

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On this the _____ day of _____, 19____
before me personally appeared _____,
to me personally known, who, being by me duly sworn, says
that he is Authorized Officer of First Security Bank of
Utah, National Association, that one of the seals affixed to
the foregoing instrument is the seal of said bank, that said
instrument was signed and sealed on behalf of said bank by
authority of its Board of Directors, and he acknowledged
that the execution of the foregoing instrument was the free
act and deed of said bank.

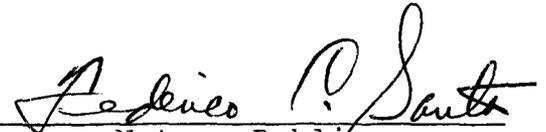
Notary Public

(Notarial Seal)

My Commission expires:

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On this the 21 day of July, 1982
before me personally appeared THOMAS B. ZAKRZEWSKI,
to me personally known, who, being by me duly sworn, says
that he is a ASSISTANT VICE PRESIDENT of United States
Trust Company of New York, that one of the seals affixed to
the foregoing instrument is the corporate seal of said
corporation and that said instrument was signed and sealed
on behalf of said corporation by authority of its Board
of DIRECTORS and he acknowledged that the execution of the
foregoing instrument was the free act and deed of said
corporation.



Notary Public
FEDERICO C. SANTOS
Notary Public, State of New York
No. 41-4691650
Qualified in Queens County
Commission Expires March 30, 1983

(Notarial Seal)

My Commission expires:

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On this the _____ day of _____, 19____
before me personally appeared _____,
to me personally known, who, being by me duly sworn, says
that he is a _____ of Celanese Corporation,
that one of the seals affixed to the foregoing instrument is
the seal of said corporation, that said instrument was
signed and sealed on behalf of said corporation by authority
of its Board of Directors, and he acknowledged that the
execution of the foregoing instrument was the free act and
deed of said corporation.

Notary Public

(Notarial Seal)

My Commission expires:

STATE OF MASSACHUSETTS)
)
COUNTY OF _____)

On this the _____ day of _____, 19____
before me personally appeared _____,
to me personally known, who, being by me duly sworn, says
that he is a _____ of State Mutual
Life Assurance Company of America, that one of the seals
affixed to the foregoing instrument is the seal of said
corporation and that said instrument was signed and sealed
on behalf of said corporation by authority of its Board of
Directors, and he acknowledged that the execution of the
foregoing instrument was the free act and deed of said
corporation.

Notary Public

(Notarial Seal)

My Commission expires:

AMENDMENT AGREEMENT NUMBER THREE

TO

CELANESE CORPORATION

EQUIPMENT LEASE FINANCING TRANSACTION

(Documents dated as of September 1, 1977)

THIS AMENDMENT AGREEMENT NUMBER THREE to Equipment Lease Financing Transaction is entered into as of July 1, 1982, by and among the undersigned.

RECITALS

A. The parties hereto have entered into an equipment lease financing transaction as more particularly set forth herein, and in connection there with have executed various instruments and agreements; and

B. The parties hereto now desire to change certain aspects of said transaction to permit the leased equipment to be re-numbered.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements set forth herein the parties hereto hereby agree as follows:

1. Definitions

1.1 Parties

- | | |
|--------------------|---|
| (a) Owner Trustee: | First Security Bank of Utah, N.A., not in its individual capacity, but solely as trustee under a Master Trust Agreement dated as of October 1, 1976 with Itel Capital Services Corporation. |
| (b) Lessee: | Celanese Corporation |
| (c) Beneficiary: | Bankers Trust Company |

- (d) Trustee: United States Trust Company
of New York
- (e) Long-Term Lender: State Mutual Life Assurance
Company of America

1.2 Agreements

- (a) Participation Agreement: Participation Agreement dated as of September 1, 1977, as amended by Amendment Agreement Number One dated as of January 15, 1979 and by Amendment Agreement Number Two dated as of December 1, 1981 by and among the Owner Trustee, as Lessor, the Trustee, the Beneficiary, the Interim Lender, the Long-Term Lender and the Lessee
- (b) Trust Agreement: Master Trust Agreement dated as of October 1, 1976 by and between the Owner Trustee and the Agent
- (c) Trust Indenture: Trust Indenture dated as of October 1, 1976 by and between the Owner Trustee and the Trustee
- (d) Supplemental Indenture: Supplemental Indenture dated as of September 1, 1977, as amended by Amendment Agreement Number One dated as of January 15, 1979 by and between the Owner Trustee and the Trustee
- (e) Lease: Equipment Lease dated as of September 1, 1977, as amended by Amendment Agreement Number One dated as of January 15, 1979 and by Amendment Agreement Number Two dated as of December 1, 1981 by and between the Owner Trustee, as Lessor, and the Lessee.

2. Amendment to the Participation Agreement

2.1 Exhibit A, Page 1, to the Participation Agreement is hereby amended by deleting the numbers "5002-5079" in the column entitled "Description" and inserting in lieu thereof the numbers "905002-905079".

3. Amendments to the Lease

3.1 Section 9(e) of the Lease is hereby amended by substituting "numbers 'CELX 905002-905079'" for "letters 'CELX'" and by substituting "numbers 'SSIX 5002-5079'" for "letters 'SSIX'".

3.2 Exhibit A, Page 1, to the Lease is hereby amended by deleting the numbers "5002-5079" in the column entitled "Description" and inserting in lieu thereof the numbers "905002-905079."

4. Effective Date

4.1 This Amendment is effective upon execution hereof.

5. Remainder of Agreements

5.1 Except as expressly amended hereby, the Participation Agreement and the Lease shall remain in full force and effect in all other respects.

6. Counterparts

6.1 This Amendment may be executed or consented to in counterparts and it shall not be necessary for each party to execute the same counterparts as long as each party shall execute one counterpart which shall be delivered to the other parties hereto.

THIS AMENDMENT AGREEMENT NUMBER THREE is executed on the dates indicated below.

FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity, but
solely as trustee under a Master
Trust Agreement dated as of October 1,
1976 between it and Itel Capital
Services Corporation as Owner Trustee

(Corporate Seal)

Attest:



July 16, 1982

By 

(Authorized Officer)

UNITED STATES TRUST COMPANY OF
NEW YORK, not in its individual
capacity, but solely as trustee
under a Trust Indenture dated
as of October 1, 1976 between
it and the Owner Trustee, as
Trustee

(Corporate Seal)

Attest: _____

_____, 1982 By _____
(Vice President)

(Corporate Seal)

BANKERS TRUST COMPANY,
as Beneficiary

Attest: _____

_____, 1982 By _____

(Corporate Seal)

STATE MUTUAL LIFE ASSURANCE
COMPANY OF AMERICA
as Long-Term Lender

Attest: _____

_____, 1982 By _____

(Corporate Seal)

CELANESE CORPORATION,
as Lessee

Attest: _____

_____, 1982 By _____

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On this the 16th day of July, 1982
before me personally appeared TANTA LISA CLAYTON,
to me personally known, who, being by me duly sworn, says
that he is Authorized Officer of First Security Bank of
Utah, National Association, that one of the seals affixed to
the foregoing instrument is the seal of said bank, that said
instrument was signed and sealed on behalf of said bank by
authority of its Board of Directors, and he acknowledged
that the execution of the foregoing instrument was the free
act and deed of said bank.

Randy R M amount
Notary Public

(Notarial Seal)

My Commission expires: 2-9-86

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On this the _____ day of _____, 19____
before me personally appeared _____,
to me personally known, who, being by me duly sworn, says
that he is a _____ of United States
Trust Company of New York, that one of the seals affixed to
the foregoing instrument is the corporate seal of said
corporation and that said instrument was signed and sealed
on behalf of said corporation by authority of its Board
of _____ and he acknowledged that the execution of the
foregoing instrument was the free act and deed of said
corporation.

Notary Public

(Notarial Seal)

My Commission expires: