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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): February 10, 2005

HUNTSMAN CORPORATION
(Exact name of registrant as specified in its charter)

Delaware	**001-32427**	**42-1648585**
(State or Other Jurisdiction of Incorporation or Organization)	(Commission File Number)	(I.R.S. Employer Identification No.)

500 Huntsman Way **Salt Lake City, Utah** (Address of Principal Executive Offices)	**84108** (Zip Code)

Registrant's Telephone Number, including Area Code: **(801) 584-5700**

Not Applicable.
(Former name or former address, if changed since last report)

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

/ / Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

/ / Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

/ / Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

/ / Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Definitive Material Agreement

As described in the Company's press release dated February 10, 2005 and in the Company's final prospectuses dated February 10, 2005 filed on February 11, 2005 with the Securities and Exchange Commission pursuant to Rule 424(b) under the Securities Act of 1933, the Company on February 10, 2005 entered into two underwriting agreements with certain underwriters providing for the offer and sale in firm commitment underwritten offerings of (i) 55,681,819 shares of the Company's common stock sold by the Company and 13,579,546 shares of the Company's common stock (including 9,034,091 shares pursuant to the underwriters' over-allotment option) sold by HMP Equity Trust, a selling stockholder, in each case at a price to the public of $23 per share ($21.965 per share, net of underwriting discounts), and (ii) 5,750,000 shares of the Company's 5% Mandatory Convertible Preferred Stock (including 750,000 shares pursuant to the underwriters' over-allotment option), at a price to the public of $50 per share ($48.50 per share, net of underwriting discounts).

The transactions contemplated by the underwriting agreements were consummated on February 16, 2005, including the exercise by the underwriters in full of the respective over-allotment options. The proceeds (net of underwriting discounts) received by the Company (before expenses) were approximately $1.5 billion. Approximately $41 million of such proceeds were used to purchase treasury securities to be held as collateral to secure the Company's dividend payment obligations under the mandatory convertible preferred stock. The remainder of the proceeds will be used to repay certain indebtedness of the Company's subsidiaries, as described in the prospectuses, and to pay expenses. Closing of this transaction will satisfy the conditions specified in the previously given conditional notices of redemption relating to the 15% Senior Secured Discount Notes due 2008 of HMP Equity Corporation, the 13.375% Senior Discount Notes due 2009 of Huntsman International Holdings LLC, a portion of the $11^{5}/_{8}$% Senior Secured Notes due 2010 of Huntsman LLC, and a portion of the 11.5% Senior Notes due 2012 of Huntsman LLC.

The mandatory convertible preferred stock bears an annual dividend of $2.50 per share, payable quarterly. Effective upon issuance of the mandatory convertible preferred stock, the Company's board of directors declared the payment of such dividends in full through February 16, 2008, subject to the availability of lawful funds for each dividend payment on the relevant payment dates. Payment of the dividends is secured by the U.S. Treasury strips that have been deposited by the Company with Citibank, N.A., as collateral agent, pursuant to the Pledge, Assignment and Collateral Agency Agreement dated as of February 16, 2005.

The mandatory convertible preferred stock will convert into common stock on February 16, 2008, unless converted earlier in certain circumstances. The conversion rate will be between 1.7674 and 2.1739 shares of common stock per share of mandatory convertible preferred stock, depending on the market value of the common stock at conversion and subject to customary dilution adjustments. At such time, to the extent that any dividends on the mandatory convertible preferred stock have not been paid due to the lack of sufficient lawful funds, then holders of mandatory convertible preferred stock will receive additional shares of common stock equal to the value of the unpaid dividends. The Company has the right to convert the mandatory convertible preferred stock prior to the mandatory conversion date in certain circumstances. In addition, holders have the right at any time to convert their shares of mandatory convertible preferred stock into common stock at the minimum conversion ratio, or at the then applicable conversion ratio in the event of certain mergers or similar transactions. The mandatory convertible preferred stock has a liquidation preference of $50 per share and will rank senior to the Company's common stock as to the payment of dividends and distributions on liquidation. The holders of mandatory convertible preferred stock are generally not entitled to voting rights, except in limited circumstances. Additional information concerning the terms of the mandatory convertible preferred stock is set forth in the prospectus referred to above relating to the offering of the mandatory convertible preferred stock.

Under the underwriting agreements, the Company has agreed to indemnify the underwriters against certain liabilities, including liabilities under the Securities Act of 1933, or to contribute to payments the underwriters may be required to make because of any of those liabilities.

The description of the merger agreements and the registration rights agreement described below under Item 2.01 is incorporated in this Item 1.01 by reference.

Copies of the underwriting agreements, the Pledge, Assignment and Collateral Agency Agreement and the Certificate of Designation establishing the mandatory convertible preferred stock are filed as exhibits to this Form 8-K and incorporated herein by reference.

Item 2.01 Completion of Acquisition or Disposition of Assets

As described in the prospectuses, on February 10, 2005, the Company entered into merger agreements providing for the mergers of wholly owned subsidiaries of the Company with and into Huntsman Holdings, LLC (the Company's predecessor) and Huntsman Holdings Preferred Member, LLC. The transactions contemplated by these merger agreements were completed on February 16, 2005. Huntsman Holdings, LLC was owned by Huntsman Family Holdings Company LLC ("Huntsman Family Holdings), an entity owned by Jon M. Huntsman, the Company's chairman of the board, and certain members of his family, including Peter R. Huntsman, the Company's president and chief executive officer; MatlinPatterson Global Opportunities Partners L.P., MatlinPatterson Global Opportunities Partners B, L.P. and MatlinPatterson Global Opportunities Partners (Bermuda), L.P. (collectively, "MatlinPatterson"), entities in which David J. Matlin and Chris R. Pechock, each directors of the Company, have an interest; four of the company's executive officers, Peter R. Huntsman, J. Kimo Esplin, Samuel D. Scruggs and L. Russell Healy (the "Officers"); Consolidated Press (Finance) Limited; and certain other persons. Huntsman Holdings Preferred Member LLC was owned by MatlinPatterson, the Officers, Consolidated Press (Finance) Limited and certain other persons. In connection with the mergers, the outstanding limited liability interests in each of Huntsman Holdings, LLC (other than the interest held by Huntsman Holdings Preferred Member, LLC) and Huntsman Holdings Preferred Member, LLC were converted into common stock of the Company, and the two entities became wholly owned subsidiaries of the Company. In the aggregate, approximately 147.9 million shares of common stock were issued in the mergers. The consideration issued in the mergers was determined by negotiations among the members of Huntsman Holdings Preferred Member, LLC and Huntsman Holdings, LLC giving effect to existing contractual rights and a valuation of the Company based on the initial public offering price of the Company's common stock pursuant to the offering described in Item 1.01 above.

On February 10, 2005, the Company entered into a registration rights agreement with Huntsman Family Holdings, Consolidated Press (Finance) Limited and MatlinPatterson, pursuant to which Huntsman Family Holdings and MatlinPatterson will have demand and piggyback registration rights (including, without limitation, rights to demand shelf registration statements) for the shares of the Company's common stock that they hold. In addition, Consolidated Press (Finance) Limited and each of the Company's other stockholders that did not acquire their shares in the Company's initial public offering will be provided piggyback registration rights pursuant to the registration rights agreement. The registration rights agreement also provides that the Company will pay the costs and expenses, other than underwriting discounts and commissions, related to the registration and sale of shares of common stock that are registered pursuant to the agreement. The registration rights agreement contains customary registration procedures and indemnification and contribution provisions by the Company for the benefit of stockholders whose shares are registered and sold pursuant to the agreement. Each stockholder whose shares are registered and sold pursuant to the agreement has agreed to indemnify the Company solely with respect to information provided by such person, with such indemnification being limited to the proceeds of the offering received by such person.

Copies of the merger agreements and the registration rights agreement are filed as exhibits to this Form 8-K and incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities

In connection with the mergers described in Item 2.01 above, the Company issued an aggregate of approximately 147.9 million shares of common stock on February 16, 2005 in a transaction exempt from

the registration requirements of the Securities Act of 1933, as amended, pursuant to the exemption provided in Section 4(2) thereunder. Such shares were issued in exchange for the limited liability interests in Huntsman Holdings, LLC (other than the interest held by Huntsman Holdings Preferred Member, LLC) and Huntsman Holdings Preferred Member, LLC.

In connection with the Company's initial public offering, on February 11, 2005, the Company gave notice to all holders of the outstanding warrants to purchase the common stock of the Company's subsidiary, HMP Equity Holdings Corporation ("HMP"), that the Company is exercising its rights under the terms of the HMP warrants to require that all such warrants and any shares of HMP common stock issued upon exercise of the HMP warrants be exchanged for newly issued shares of the Company's common stock. Under the terms of the HMP warrants, an aggregate of approximately 16.9 million shares of the Company's common stock will be issued in exchange for the outstanding HMP warrants or shares of HMP common stock issued under the HMP warrants, if any, on March 14, 2005. The issuance of such shares will be exempt from the registration requirements of the Securities Act of 1933, as amended, pursuant to the exemption provided in Section 4(2) thereunder.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year

On February 15, 2005, in connection with the offering of the Company's mandatory convertible preferred stock described in Item 1.01 above, the Company filed with the Delaware Secretary of State a Certificate of Designations, Preferences and Rights of 5% Mandatory Convertible Preferred Stock (the "Certificate of Designations"). This document established the mandatory convertible preferred stock as an authorized series of the Company's preferred stock, limited in amount to 5,750,000 shares, and established the voting powers, preferences and relative, participating, optional and other special rights of the shares of such series, and the qualifications, limitations and restrictions thereof. See Item 1.01 above for a description of the mandatory convertible preferred stock.

The Certificate of Designations is filed as an exhibit to this Form 8-K and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

(c) Exhibits

1.01	Common Stock Underwriting Agreement dated as of February 10, 2005
1.02	Preferred Stock Underwriting Agreement dated as of February 10, 2005
2.01	Agreement and Plan of Merger dated as of February 10, 2005 by and among the Company, Huntsman Holdings, LLC and Huntsman Holdings Merger Sub LLC
2.02	Agreement and Plan of Merger dated February as of 10, 2005 by and among the Company, Huntsman Holdings Preferred Member, LLC and Huntsman Holdings Preferred Member Merger Sub LLC
3.01	Certificate of Designations, Preferences and Rights of 5% Mandatory Convertible Preferred Stock
10.1	Registration Rights Agreement dated as of February 10, 2005 by and among the Company and the stockholders signatory
10.2	Pledge, Assignment and Collateral Agency Agreement dated as of February 16, 2005 between the Company and Citibank N.A.
99.1	Press release dated February 10, 2005

SIGNATURES

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

HUNTSMAN CORPORATION

Date: February 16, 2005

By: /s/ SEAN DOUGLAS

Name: Sean Douglas
Title: Vice President and Treasurer

EXHIBIT INDEX

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QuickLinks

Exhibit 1.01

Execution Copy

Huntsman Corporation

60,227, 274 Shares(1)
Common Stock
($0.01 par value)

Underwriting Agreement

New York, New York
February 10, 2005

Citigroup Global Markets Inc.
Credit Suisse First Boston LLC
Deutsche Bank Securities Inc.
Merrill Lynch, Pierce, Fenner & Smith Incorporated
as Representatives of the several Underwriters,
c/o Citigroup Global Markets Inc.
388 Greenwich Street
New York, New York 10013

Ladies and Gentlemen:

Huntsman Corporation, a corporation organized under the laws of Delaware (the "Company"), proposes to sell to the several underwriters named in Schedule I hereto (the "Underwriters"), for whom you (the "Representatives") are acting as representatives, 55,681,819 shares of Common Stock, $0.01 par value ("Common Stock"), of the Company and HMP Equity Trust, a trust organized under the laws of Delaware (the "Selling Stockholder"), proposes to sell to the several Underwriters 4,545,455 shares of Common Stock (said shares to be issued and sold by the Company and shares to be sold by the Selling Stockholder collectively being hereinafter called the "Underwritten Securities"). The Selling Stockholder also proposes to grant to the Underwriters an option to purchase up to 9,034,091 additional shares of Common Stock to cover over-allotments (the "Option Securities"; the Option Securities, together with the Underwritten Securities, being hereinafter called the "Securities"). To the extent there are no additional Underwriters listed on Schedule I other than you, the term Representatives as used herein shall mean you, as Underwriters, and the terms Representatives and Underwriters shall mean either the singular or plural as the context requires. The use of the neuter in this Agreement shall include the feminine and masculine wherever appropriate. Certain terms used herein are defined in Section 17 hereof.

The Company also proposes offer concurrently with the offering of the Securities, pursuant to a separate underwriting agreement to be entered into by the Company and the Underwriters, 5,000,000 shares of mandatory convertible preferred stock, par value $.01 per share ("Preferred Stock"), and to grant to the Underwriters an option to purchase up to 750,000 additional shares of Preferred Stock to cover over-allotments.

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(1) Plus an option to purchase from the Selling Stockholder up to 9,034,091 additional Securities to cover over-allotments.

Prior to the completion of this offering and the concurrent offering of Preferred Stock, the Company and the Selling Stockholder will complete a series of reorganization transactions whereby the Company will become the parent and sole equity owner (directly or indirectly) of Huntsman Holdings, LLC ("Huntsman Holdings") and the direct or indirect sole equity owner of all the Scheduled Subsidiaries (as defined herein), except as described in the Prospectus (the "Reorganization Transactions"). The Reorganization Transactions will include the following transactions: (a) a wholly owned subsidiary of the Company will merge with and into Huntsman Holdings Preferred Member, LLC (HH Preferred Member"), whereby the former members of HH Preferred Member will receive Common Stock in exchange for their membership interests of HH Preferred Member; (b) a wholly owned subsidiary of the Company will merge with and into Huntsman Holdings, whereby the former members of Huntsman Holdings, other than HH Preferred Member, will receive Common Stock in exchange for their membership interests of Huntsman Holdings and HH Preferred Member will continue to hold its preferred interest in Huntsman Holdings; (c) MatlinPatterson Global Opportunities Partners, L.P., MatlinPatterson Global Opportunities Partners (Bermuda) L.P., MatlinPatterson Global Opportunities Partners B, L.P. and Huntsman Family Holdings Company LLC will cause the contribution of any Common Stock received by any of them as a result of (a) and/or (b), above, to the Selling Stockholder, and (d) Consolidated Press (Finance) Limited will exchange its equity interests in the subsidiaries (as defined herein) for Common Stock. A list of agreements pursuant to which the Reorganization Transactions will be completed is set forth on Schedule II hereto (collectively, the "Reorganization Agreements").

The Company and the Underwriters agree that up to 3,011,364 shares of the Securities (the "Reserved Securities") to be purchased by Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill Lynch") shall be reserved for sale by Merrill Lynch, to certain eligible employees and persons having business relationships with the Company (the "Invitees"), as part of the distribution of the Securities by the Underwriters, subject to the terms of this Agreement, the applicable rules, regulations and interpretations of the National Association of Securities Dealers, Inc. and all other applicable laws, rules and regulations. To the extent that such Reserved Securities are not orally confirmed for purchase by Invitees by the end of the first business day after the date of this Agreement, such Reserved Securities may be offered to the public as part of the public offering contemplated hereby.

1. *Representations and Warranties.*

(i) The Company represents and warrants to, and agrees with, each Underwriter as set forth below in this Section 1.

(a) The Company has prepared and filed with the Commission a registration statement (file number 333-120749) on Form S-1, including a related preliminary prospectus, for registration under the Act of the offering and sale of the Securities. The Company may have filed one or more amendments thereto, including a related preliminary prospectus, each of which has previously been furnished to you. The Company will next file with the Commission one of the following: either (1) prior to the Effective Date of such registration statement, a further amendment to such registration statement (including the form of final prospectus) or (2) after the Effective Date of such registration statement, a final prospectus in accordance with Rules 430A and 424(b). In the case of clause (2), the Company has included in such registration statement, as amended at the Effective Date, all information (other than Rule 430A Information) required by the Act and the rules thereunder to be included in such registration statement and the Prospectus. As filed, such amendment and form of final prospectus, or such final prospectus, shall contain all Rule 430A Information, together with all other such required information, and, except to the extent the Representatives shall agree in writing to a modification, shall be in all substantive respects in the form furnished to you prior to the Execution Time or, to the extent not completed at the Execution Time, shall contain only such specific additional information and other changes (beyond

that contained in the latest Preliminary Prospectus) as the Company has advised you, prior to the Execution Time, will be included or made therein.

(b) On the Effective Date, the Registration Statement did or will, and when the Prospectus is first filed (if required) in accordance with Rule 424(b) and on the Closing Date (as defined herein) and on any date on which Option Securities are purchased, if such date is not the Closing Date (a "settlement date"), the Prospectus (and any supplements thereto) will, comply in all material respects with the applicable requirements of the Act and the rules thereunder; on the Effective Date and at the Execution Time, the Registration Statement did not or will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading; and, on the Effective Date, the Prospectus, if not filed pursuant to Rule 424(b), will not, and on the date of any filing pursuant to Rule 424(b) and on the Closing Date and any settlement date, the Prospectus (together with any supplement thereto, including any prospectus wrapper relating to the offering and sale of Reserved Securities) will not, include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, and the Prospectus, any preliminary prospectus and any supplement thereto or prospectus wrapper prepared in connection therewith, at their respective times of issuance and at the Closing Date, complied and will comply in all material respects with any applicable laws or regulations of jurisdictions in which the Prospectus and such preliminary prospectus, as amended or supplemented, if applicable, are distributed in connection with the offer and sale of Reserved Securities; provided, however, that the Company makes no representations or warranties as to the information contained in or omitted from the Registration Statement, or the Prospectus (or any supplement thereto) in reliance upon and in conformity with information furnished in writing to the Company by or on behalf of any Underwriter through the Representatives specifically for inclusion in the Registration Statement or the Prospectus (or any supplement thereto).

(c) The Company, Huntsman Holdings and each entity of which the Company owns or will own upon consummation of the Reorganization Transactions, directly or indirectly, greater than 25% of the outstanding equity interests (each, a "subsidiary" and collectively, the "subsidiaries") has been duly organized, is validly existing and in good standing under the laws of the jurisdiction of its organization (to the extent such concept exists) with full corporate power and authority to own or lease, as the case may be, and to operate its properties and conduct its business as described in the Prospectus, and is duly qualified to do business as a foreign corporation or limited liability company, or other business entity, as the case may be, and is in good standing under the laws of each jurisdiction which requires such qualification, except, where the failure to be in good standing or so qualified as a foreign corporation or limited liability company, or other business entity, would not, singularly or in the aggregate, reasonably be expected to have a material adverse effect on the condition (financial or otherwise), prospects, earnings, business or properties of the Company, Huntsman Holdings and the subsidiaries, taken as a whole, whether or not arising from transactions in the ordinary course of business, except as set forth in the Prospectus (exclusive of any supplement thereto) (a "Material Adverse Effect").

(d) All the outstanding membership interests, shares of capital stock or other ownership interests, as the case may be, of Huntsman Holdings and each of the significant subsidiaries of Huntsman Holdings as defined by Rule 1-02 of Regulation S-X (the "Significant Subsidiaries") have been duly and validly authorized and issued and are fully paid and nonassessable (except, with respect to any Significant Subsidiary that is a limited liability company or partnership, (i) that a member or partner may be obligated to make contributions to the Company or such Significant Subsidiary that such member or partner has agreed to make, (ii) that a member may be obligated to repay funds wrongfully distributed to it or (iii) as otherwise provided by the limited liability

company agreement or partnership agreement for such limited liability company or partnership), and, except as otherwise set forth in the Prospectus, all the outstanding membership interests, shares of capital stock or other ownership interests, as the case may be, of the Significant Subsidiaries are owned by the Company either directly or through wholly owned subsidiaries free and clear of any perfected security interest or any other security interests, claims, liens or encumbrances.

(e) the Company's authorized equity capitalization is as set forth in the Prospectus; the capital stock of the Company conforms in all material respects to the description thereof contained in the Prospectus; the shares of Common Stock that will be outstanding upon consummation of the Reorganization Transactions (including the Securities being sold hereunder by the Selling Stockholder) have been duly and validly authorized by the Company and when issued upon consummation of the Reorganization Transactions will be fully paid and nonassessable; the Securities have been duly and validly authorized by the Company, and, when issued and delivered to and paid for by the Underwriters pursuant to this Agreement, will be fully paid and nonassessable; and the Securities are duly listed, and admitted and authorized for trading, subject to official notice of issuance on the New York Stock Exchange; the certificates for the Securities are in valid and sufficient form; the holders of shares of capital stock of the Company that will be outstanding upon consummation of the Reorganization Transactions will not be entitled to preemptive or other rights to subscribe for the Securities; and, except as set forth in the Prospectus, no options, warrants or other rights to purchase, agreements or other obligations to issue, or rights to convert any obligations into or exchange any securities for, shares of capital stock of or ownership interests in the Company are outstanding or will be outstanding upon consummation of the Reorganization Transactions.

(f) Each of the Reorganization Agreements has been duly and validly authorized, executed and delivered by the Company and Huntsman Holdings, to the extent it is party to such agreements, and constitute legally binding and valid obligations of the Company and Huntsman Holdings, to the extent it is party to such agreements, enforceable in accordance with its terms, except as may be limited by (1) bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or similar laws affecting the enforcement of creditors' rights generally, and (2) general principles of equity and the discretion of the court before which any proceeding therefor may be brought (whether arising under a proceeding at law or in equity).

(g) The Company has delivered to the Representatives a true and correct copy of each of the executed Reorganization Agreements together with all related agreements and all schedules and exhibits thereto. There have been no material amendments, alterations, modifications or waivers of any of the provisions of any of the Reorganization Agreements since their date of execution; and there exists no event or condition that would constitute a default or an event of default (in each case as contemplated by each of the Reorganization Agreements) under any of the Reorganization Agreements that could adversely affect the ability of the Company or Huntsman Holdings to consummate the offer and sale of the Securities or any of the Reorganization Transactions. Other than the Reorganization Agreements listed on Schedule II hereto, there are no agreements that have been or shall be entered into by the Company, Huntsman Holdings or any subsidiary in order to effect the Reorganization Transactions.

(h) There is no franchise, contract or other document of a character required to be described in the Registration Statement or Prospectus, or to be filed as an exhibit thereto, which is not described or filed as required.

(i) The Company is not and, after giving effect to the offering and sale of the Securities and the application of the proceeds thereof as described in the Prospectus, will not be an "investment company" as defined in the Investment Company Act of 1940, as amended.

(j) No consent, approval, authorization, filing with or order of any court or governmental agency or body or regulatory authority is required in connection with the purchase and distribution of the Securities by the Underwriters or the consummation of any of the Reorganization Transactions in the manner contemplated herein and in the Prospectus, except such as have been obtained or as may be required under the Act or state or foreign securities laws or the rules and regulations of the National Association of Securities Dealers, Inc. ("NASD") and such as may be required under the blue sky laws of any jurisdiction in connection with the purchase and distribution of the Securities by the Underwriters in the manner contemplated herein and in the Prospectus.

(k) Neither the issue and sale of the Securities, the consummation of any of the Reorganization Transactions nor the consummation of any other of the transactions herein contemplated nor the fulfillment of the terms hereof will conflict with, result in a breach or violation of, or imposition of any lien, charge or encumbrance upon any property or assets of the Company, Huntsman Holdings or any subsidiary pursuant to, (i) the charter or by-laws (or similar organizational documents) of the Company, Huntsman Holdings or any subsidiary, (ii) the terms of any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which the Company, Huntsman Holdings or any subsidiary is a party or bound or to which its or their property is subject, (iii) any statute, law, rule, regulation, judgment, order or decree applicable to the Company, Huntsman Holdings or any subsidiary of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company, Huntsman Holdings or any subsidiary or any of its or their properties or (iv) any Reorganization Agreement, except, in the case of clause (ii) or (iii) above, where any such conflict, breach, violation, lien, charge or encumbrance would not, singularly or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(l) Other than the Securities being sold by the Selling Stockholder, upon consummation of the Reorganization Transactions no holders of securities of the Company will have rights to the registration of such securities under the Registration Statement.

(m) The balance sheet of the Company included in the Prospectus and the Registration Statement presents fairly in all material respects the financial condition of the Company as of October 31, 2004, complies as to form with the applicable accounting requirements of the Act and has been prepared in conformity with generally accepted accounting principles applied on a consistent basis throughout the periods involved (except as otherwise noted therein). The consolidated historical financial statements and schedules of Huntsman Holdings and its consolidated subsidiaries, Huntsman Advanced Materials LLC and its consolidated subsidiaries, Huntsman International Holdings LLC and its consolidated subsidiaries, and the unaudited historical financial statements and schedules of Huntsman International Holdings LLC and its consolidated subsidiaries included in the Prospectus and the Registration Statement present fairly in all material respects the financial condition, results of operations and cash flows of such entities as of the dates and for the periods indicated, comply as to form with the applicable accounting requirements of the Act and have been prepared in conformity with generally accepted accounting principles applied on a consistent basis throughout the periods involved (except as otherwise noted therein). The selected financial data set forth under the caption "Selected Historical Financial Data" in the Prospectus and Registration Statement fairly present in all material respects, on the basis stated in the Prospectus and the Registration Statement, the information included therein. The pro forma financial statements included in the Prospectus and the Registration Statement include assumptions that provide a reasonable basis for presenting the significant effects directly attributable to the transactions and events described therein, the related pro forma adjustments give appropriate effect to those assumptions, and the pro forma adjustments reflect the proper

application of those adjustments to the historical financial statement amounts in the pro forma financial statements included in the Prospectus and the Registration Statement. The pro forma financial statements included in the Prospectus and the Registration Statement comply as to form in all material respects with the applicable accounting requirements of Regulation S-X under the Act and the pro forma adjustments have been properly applied to the historical amounts in the compilation of those statements. The range of estimated revenues, operating income, depreciation and amortization, restructuring charges and loss on early extinguishment of debt for the three months ended December 31, 2004 included in the prospectus (collectively, the "Q-4 Estimates") are based on the Huntsman Holdings' preliminary unaudited financial data for the three month period ended December 31, 2004 (the "Q-4 Preliminary Summary Financial Data"). The Q-4 Estimates are based on reasonable assumptions (in the making of which the Company and Huntsman Holding considered seasonality and other factors that affected Huntsman Holdings' results for the three month periods ending December 31, 2002 and 2003), as well as reasonable assumptions with respect to year end and audit adjustments expected to be recorded in connection with the preparation of Huntsman Holdings' audited financial statements for the year ended December 31, 2004. The Q-4 Preliminary Summary Financial Data provided to the underwriters and forming a basis for the Q-4 Estimates present fairly in all material respects Huntsman Holdings' consolidated summary financial data so presented in conformity with GAAP applied on a consistent basis throughout the periods involved and with Huntsman Holdings' audited financial statements included in the Prospectus, subject to normal year end and audit adjustments.

(n) No action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company, Huntsman Holdings or any subsidiary or its or their property is pending or, to the best knowledge of the Company, threatened that (i) would reasonably be expected to have a material adverse effect on the performance of this Agreement or any Reorganization Agreement or the consummation of any of the transactions contemplated hereby, including the Reorganization Transactions, or (ii) would reasonably be expected to have a Material Adverse Effect.

(o) The Company, Huntsman Holdings and each subsidiary owns, leases, licenses or has other rights to use all such properties as are necessary to the conduct of its operations as presently conducted in all material respects.

(p) Neither the Company, Huntsman Holdings nor any subsidiary is in violation or default of (i) any provision of its charter or by-laws (or similar organizational documents), (ii) the terms of any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which it is a party or bound or to which its property is subject, except where any such violation or default would not, singularly or in the aggregate, have a Material Adverse Effect, or (iii) any statute, law, rule, regulation, judgment, order or decree of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company, Huntsman Holdings or such subsidiary or any of its properties, as applicable, except where any such violation or default would not, singularly or in the aggregate, have a Material Adverse Effect.

(q) Deloitte & Touche LLP, who have certified certain financial statements, including those of the Company and Huntsman Holdings and its consolidated subsidiaries, and delivered their reports with respect to the audited consolidated financial statements and schedules included in the Prospectus, are independent registered public accountants with respect to the Company within the meaning of the Act and the applicable published rules and regulations thereunder.

(r) There are no transfer taxes or other similar fees or charges under Federal law or the laws of any state, or any political subdivision thereof, required to be paid in connection with the execution and delivery of this Agreement or any Reorganization Agreement or the issuance by the

Company or sale by the Company of the Securities or the consummation of any of the Reorganization Transactions.

(s) The Company and Huntsman Holdings have filed all foreign, federal, state and local tax returns that are required to be filed or have requested extensions thereof (except in any case in which the failure so to file would not reasonably be expected to have a Material Adverse Effect and have paid all taxes required to be paid by the Company or Huntsman Holdings, as the case may be, and any other assessment, fine or penalty levied against the Company or Huntsman Holdings, to the extent that any of the foregoing is due and payable, except for any such assessment, fine or penalty that is currently being contested in good faith or as would not reasonably be expected to have a Material Adverse Effect.

(t) No labor problem or dispute with the employees of the Company, Huntsman Holdings or any of the subsidiaries exists or is threatened or imminent, and the Company is not aware of any existing or imminent labor disturbance by the employees of any of the principal suppliers, contractors or customers of the Company, Huntsman Holdings or any subsidiary, that would have a Material Adverse Effect.

(u) The Company, Huntsman Holdings and each subsidiary have good and marketable title to all real property owned by the Company, Huntsman Holdings and such subsidiary, as the case may be, and good title to all other properties owned by them, in each case, free and clear of all mortgages, pledges, liens, security interests, claims, restrictions or encumbrances of any kind except such as (a) are described in the Prospectus or (b) do not, singularly or in the aggregate, materially affect the value of such property and do not interfere with the use made and proposed to be made of such property by the Company, Huntsman Holdings or any subsidiary; and all the leases and subleases material to the business of the Company, Huntsman Holdings and each subsidiary, considered as one enterprise, and under which the Company, Huntsman Holdings or any subsidiary holds properties described in the Prospectus, are in full force and effect, and neither the Company, Huntsman Holdings nor any subsidiary has any notice of any material claim of any sort that has been asserted by anyone adverse to the rights of the Company, Huntsman Holdings or any subsidiary under any of the leases or subleases mentioned above, or affecting or questioning the rights of the Company, Huntsman Holdings or such subsidiary to the continued possession of the leased or subleased premises under any such lease or sublease.

(v) Except as otherwise described in the Prospectus, the Company, Huntsman Holdings and each subsidiary are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the businesses in which they are engaged and neither the Company, Huntsman Holdings nor any such subsidiary has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not have a Material Adverse Effect.

(w) Except with respect to Environmental Laws (which are dealt with in clauses (z) and (aa) below, the Company, Huntsman Holdings and each subsidiary possess all licenses, certificates, permits and other authorizations issued by the appropriate federal, state or foreign regulatory authorities necessary to conduct their respective businesses (collectively, "Permits"), except as would not, singularly or in the aggregate, have a Material Adverse Effect, and neither the Company, Huntsman Holdings nor any such subsidiary has received any notice of proceedings relating to the revocation or modification of any such Permit which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would have a Material Adverse Effect.

(x) The Company, Huntsman Holdings and each subsidiary maintain a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as

necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(y) The Company has not taken, directly or indirectly, any action designed to or that would constitute or that might reasonably be expected to cause or result in, under the Exchange Act or otherwise, stabilization or manipulation of the price of any security of the Company to facilitate the offer, sale or resale of the Securities contemplated by this Agreement.

(z) Except as set forth in the Prospectus, or as would not, singularly or in the aggregate, have a Material Adverse Effect, or otherwise require disclosure in the Registration Statement, (i) none of the Company, Huntsman Holdings or any subsidiary is or has been in violation of any Environmental Laws (as defined below), including any Permits required under Environmental Laws; (ii) the Company is not aware of any circumstances, either past, present or that are reasonably foreseeable, that could reasonably be expected to lead to any such violation in the future; (iii) none of the Company, Huntsman Holdings or any subsidiary has received any written notice or other verifiable form of communication, whether from a governmental authority or otherwise, alleging any such violation; (iv) there is no pending or threatened claim, action, investigation or proceeding by any person or entity alleging potential liability of the Company, Huntsman Holdings or any subsidiary (or against any person or entity for whose acts or omissions the Company, Huntsman Holdings or any subsidiary is or may reasonably be expected to be liable, either contractually or by operation of law) for investigatory, cleanup, or other response costs, or natural resource or property damages, or personal injuries, attorney's fees or penalties relating to (A) the presence, or release into the environment, of any Materials of Environmental Concern (as defined below) at any location, or (B) circumstances forming the basis of any violation or potential violation, of any Environmental Law (collectively, "Environmental Claims"); and (v) the Company is not aware of any past or present actions, activities, circumstances, conditions, events or incidents that could reasonably be expected to form the basis of any Environmental Claim. For purposes of this Agreement, "Environmental Laws" means all applicable federal, state, local or foreign laws and regulations relating to pollution or protection of human health or the environment, including, without limitation, laws and regulations relating to emissions, discharges, releases or threatened releases of Materials of Environmental Concern or otherwise relating to the protection of human health and safety, or the use, treatment, storage, disposal, transport or handling of Materials of Environmental Concern; and "Materials of Environmental Concern" means any regulated toxic or hazardous substances, materials or wastes, or petroleum and petroleum products, or other substances that may have an adverse effect on human health or the environment.

(aa) In the ordinary course of business, Huntsman Holdings periodically reviews the effect of Environmental Laws on the business, operations and properties of Huntsman Holdings and the subsidiaries, in the course of which, or as a result of which, Huntsman Holdings has identified and evaluated associated costs and liabilities (including, without limitation, any capital or operating expenditures required for cleanup, closure of properties or compliance with Environmental Laws or any permit, license or approval, any related constraints on operating activities, and any potential liabilities to third parties). On the basis of such reviews, investigations and inquiries, the Company has reasonably concluded that, except as disclosed in the Prospectus, any costs and liabilities associated with such matters would not have a Material Adverse Effect, or otherwise require disclosure in the Registration Statement.

(bb) Neither the Company, Huntsman Holdings nor any subsidiary has incurred any liability for any prohibited transaction (as defined in Section 406 of the Employee Retirement Income Security Act of 1974, as amended ("ERISA")) or any complete or partial withdrawal liability or

other liability under Title IV of ERISA with respect to any pension, profit sharing or other plan which is subject to ERISA, to which the Company, Huntsman Holdings or any subsidiary makes or within the preceding six years from the date hereof has made a contribution or had an obligation to make a contribution which liability would, singularly or in the aggregate, reasonably be expected to have a Material Adverse Effect. With respect to such plans, the Company, Huntsman Holdings and the subsidiaries are in compliance in all material respects with all applicable provisions of ERISA, except such noncompliance which would not, singularly or in the aggregate, have a Material Adverse Effect. The minimum funding standard under Section 302 of the Employee Retirement Income Security Act of 1974, as amended, and the regulations and published interpretations thereunder ("ERISA"), has been satisfied by each "pension plan" (as defined in Section 3(2) of ERISA) which has been established or maintained by the Company, Huntsman Holdings and/or one or more of its subsidiaries.

(cc) Neither the Company, Huntsman Holdings or any subsidiary nor any of their respective directors, managers, or partners, as applicable, or officers, in their capacities as such, is in material breach or violation of any provision of the Sarbanes Oxley Act of 2002 and the rules and regulations promulgated in connection therewith (the "Sarbanes Oxley Act"), including Section 402 related to loans and Sections 302 and 906 related to certifications.

(dd) Except as would not, singularly or in the aggregate, have a Material Adverse Effect, (i) neither the Company, Huntsman Holdings nor any subsidiary nor, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company, Huntsman Holdings or any subsidiary, is aware of or has taken any action, directly or indirectly, that would result in a violation by such Persons of the FCPA, including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA and (ii) the Company, Huntsman Holdings, the subsidiaries and, to the knowledge of the Company, Huntsman Holdings and its affiliates have conducted their businesses in compliance with the FCPA and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

"FCPA" means Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder.

(ee) The operations of the Company, Huntsman Holdings and the subsidiaries are and have been conducted at all times in compliance with applicable financial record keeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "Money Laundering Laws") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company, Huntsman Holdings or any subsidiary with respect to the Money Laundering Laws is pending or, to the best knowledge of the Company, threatened, except as would not, singularly or in the aggregate, have a Material Adverse Effect.

(ff) Neither the Company, Huntsman Holdings nor any subsidiary nor, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company, Huntsman Holdings or any subsidiary is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC"); and the Company will not directly or indirectly use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC, except as would not, singularly or in the aggregate, have a Material Adverse Effect.

(gg) The Company, Huntsman Holdings and the subsidiaries own, possess, license or have other rights to use all patents, patent applications, trade and service marks, trade and service mark registrations, trade names, copyrights, licenses, inventions, trade secrets, technology, know-how and other intellectual property (collectively, the "Intellectual Property") necessary for the conduct of the Company's and its subsidiaries' businesses as now conducted or as proposed in the Prospectus to be conducted upon consummation of the Reorganization Transactions, except where failure to own, possess, license or have other rights to use such Intellectual Property would not have a Material Adverse Effect. Except as set forth in the Prospectus under the caption "Business—Intellectual Property Rights,": (a) to the Company's best knowledge, there is no material infringement or other violation by third parties of any such Intellectual Property owned by the Company or any of its subsidiaries, and there is no pending or threatened action, suit, proceeding or claim by the Company or any of its subsidiaries asserting any such infringement or violation by others; and (b) there is no pending, or to the Company's best knowledge, threatened action, suit, proceeding or claim by others (i) challenging the validity or scope of any such Intellectual Property owned by the Company or any of its subsidiaries, or to the Company's best knowledge, any other such Intellectual Property, or the Company's or its subsidiaries' rights in, any such Intellectual Property or (ii) asserting that the Company or any of its subsidiaries is infringing or otherwise violating the Intellectual Property of any third party, and the Company and its subsidiaries are unaware of any facts which would form a reasonable basis for any of the foregoing, where, if such action, suit, proceeding or claim of infringement or violation were sustained would, singularly or in the aggregate, have a Material Adverse Effect.

(hh) Except as disclosed in the Registration Statement and the Prospectus, the Company (i) does not, and upon consummation of the Reorganization Transactions will not have any material lending or other relationship with any bank or lending affiliate of any of the Representatives and (ii) does not intend to use any of the proceeds from the sale of the Securities hereunder to repay any outstanding debt owed to any affiliate of any of the Representatives except repayments of indebtedness that are reflected in the Registration Statement.

Furthermore, the Company represents and warrants to the Underwriters that (i) the Registration Statement, the Prospectus and any preliminary prospectus comply, and any further amendments or supplements thereto will comply, with any applicable laws or regulations of foreign jurisdictions in which the Prospectus or any preliminary prospectus, as amended or supplemented, if applicable, are distributed in connection with the offer and sale of the Reserved Securities which are designated by the Company for sale to the Invitees, and that (ii) no filing with, or authorization, approval, consent, license, order, registration, qualification or decree of any government, governmental instrumentality or court, other than such as have already been obtained, is necessary or required for the performance by the Company of its obligation hereunder under the securities laws and regulations of foreign jurisdictions in which the Reserved Securities are offered outside the United States. The Company has not offered, or caused the Underwriters to offer, Securities to any Invitee with the specific intent to unlawfully influence (i) a customer or supplier of the Company to alter the customer's or supplier's level or type of business with the Company,

or (ii) a trade journalist or publication to write or publish favorable information about the Company or its products.

Any certificate signed by any officer of the Company and delivered to the Representatives or counsel for the Underwriters pursuant to this Agreement on the Closing Date or any settlement date for the Option Securities shall be deemed a representation and warranty by the Company, as to matters covered thereby, to each Underwriter.

(ii) The Selling Stockholder represents and warrants to, and agrees with, each Underwriter that:

(a) This Agreement has been duly authorized, executed and delivered by or on behalf of the Selling Stockholder.

(b) Each Reorganization Agreement to which the Selling Stockholder is a party has been duly authorized, executed and delivered by or on behalf of the Selling Stockholder and constitutes a valid and binding obligation of the Selling Stockholder, enforceable in accordance with its respective terms, except as may be limited by (1) bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or similar laws affecting the enforcement of creditors' rights generally, and (2) general principles of equity and the discretion of the court before which any proceeding therefor may be brought (whether arising under a proceeding at law or in equity).

(c) Upon consummation of the Reorganization Transactions, the Selling Stockholder will be the record and beneficial owner of the Securities to be sold by it hereunder free and clear of all liens, encumbrances, equities and claims, and, assuming that each Underwriter acquires its interest in the Securities it has purchased from the Selling Stockholder without notice of any adverse claim (within the meaning of Section 8-105 of the New York Uniform Commercial Code as in effect in the State of New York on the date hereof ("UCC")), each Underwriter that has purchased such Securities delivered on the Closing Date to The Depository Trust Company or other securities intermediary by making payment therefor as provided herein, and that has had such Securities credited to the securities account or accounts of such Underwriters maintained with The Depository Trust Company or such other securities intermediary will have acquired a security entitlement (within the meaning of Section 8-102(a)(17) of the UCC) to such Securities purchased by such Underwriter, and no action based on an adverse claim (within the meaning of Section 8-502 of the UCC) may be asserted against such Underwriter with respect to such Securities.

(d) The Selling Stockholder has not taken, directly or indirectly, any action designed to or that would constitute or that might reasonably be expected to cause or result in, under the Exchange Act or otherwise, stabilization or manipulation of the price of any security of the Company to facilitate the offering, sale or resale of the Securities contemplated by this Agreement.

(e) No consent, approval, authorization or order of any court or governmental agency or body or regulatory authority is required for the consummation by the Selling Stockholder of the transactions contemplated herein or any of the Reorganization Transactions, except (i) such as have been obtained under the laws and regulations of jurisdictions outside the United States in which the Reserved Securities are offered, and (ii) except as set forth in (i), such as may have been obtained or as may be required under the Act, statute or foreign securities laws or the rules and regulations of the NASD and such as may be required under the blue sky laws of any jurisdiction in connection with the purchase and distribution of the Securities by the Underwriters in the manner contemplated herein and in the Prospectus.

(f) Neither the sale of the Securities being sold by the Selling Stockholder nor the consummation of any other of the transactions herein, or any of the Reorganization Transactions, contemplated by the Selling Stockholder or the fulfillment of the terms hereof by the Selling Stockholder will conflict with, result in a breach or violation of, or constitute a default under any

law applicable to the Selling Stockholder or the organizational and operational documents of the Selling Stockholder or the terms of any indenture or other agreement, including the Reorganization Agreements, or instrument to which the Selling Stockholder or any of its subsidiaries is a party or bound, or any judgment, order or decree applicable to the Selling Stockholder of any court, regulatory body, administrative agency, governmental body or arbitrator having jurisdiction over the Selling Stockholder.

(g) Neither the Selling Stockholder nor any of its affiliates directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, or is a person associated with (within the meaning of Article I (dd) of the By-laws of the NASD), any member firm of the NASD.

(h) The Selling Stockholder has no reason to believe that the representations and warranties of the Company contained in this Section 1 are not true and correct, is familiar with the Registration Statement and no facts have come to the attention of the Selling Stockholder that have caused it to believe that the Registration Statement, as of its effective date contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or that the Prospectus, as of its issue date and the Closing Date contained or contains an untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and the sale of Securities by the Selling Stockholder pursuant hereto is not prompted by any material non-public information concerning the Company, Huntsman Holdings or any subsidiary not required by law or any regulatory authority to be disclosed in the Prospectus or any supplement thereto.

(i) In respect of any statements in or omissions from the Registration Statement or the Prospectus or any supplements thereto made in reliance upon and in conformity with information furnished in writing to the Company by the Selling Stockholder specifically for use in connection with the preparation thereof, the Selling Stockholder hereby makes the same representations and warranties to each Underwriter as the Company makes to such Underwriter under paragraph (i)(b) of this Section.

Any certificate signed by any officer of the Selling Stockholder and delivered to the Representatives or counsel for the Underwriters pursuant to this Agreement on the Closing Date or any settlement date for the Option Securities shall be deemed a representation and warranty by the Selling Stockholder, as to matters covered thereby, to each Underwriter.

2. *Purchase and Sale.* (a) Subject to the terms and conditions and in reliance upon the representations and warranties herein set forth, the Company and the Selling Stockholder agree, severally and not jointly, to sell to each Underwriter, and each Underwriter agrees, severally and not jointly, to purchase from the Company and the Selling Stockholder, at a purchase price of $21.965 per share, the amount of the Underwritten Securities set forth opposite such Underwriter's name in Schedule I hereto.

(b) Subject to the terms and conditions and in reliance upon the representations and warranties herein set forth, the Selling Stockholder hereby grants an option to the several Underwriters to purchase, severally and not jointly, up to 9,034,091 Option Securities at the same purchase price per share as the Underwriters shall pay for the Underwritten Securities. Said option may be exercised only to cover over-allotments in the sale of the Underwritten Securities by the Underwriters. Said option may be exercised in whole or in part at any time on or before the 30th day after the date of the Prospectus upon written or telegraphic notice by the Representatives to the Company and the Selling Stockholder setting forth the number of shares of the Option Securities as to which the several Underwriters are exercising the option and the settlement date. The number of Option Securities to be purchased by each Underwriter shall be the same

percentage of the total number of shares of the Option Securities to be purchased by the several Underwriters as such Underwriter is purchasing of the Underwritten Securities, subject to such adjustments as you in your absolute discretion shall make to eliminate any fractional shares.

3. *Delivery and Payment.* Delivery of and payment for the Underwritten Securities and the Option Securities (if the option provided for in Section 2(b) hereof shall have been exercised on or before the third Business Day prior to the Closing Date) shall be made at 10:00 AM, New York City time, on February 16, 2005, or at such time on such later date not more than three Business Days after the foregoing date as the Representatives shall designate, which date and time may be postponed by agreement among the Representatives, the Company and the Selling Stockholder or as provided in Section 9 hereof (such date and time of delivery and payment for the Securities being herein called the "Closing Date") at the offices of Skadden, Arps, Slate, Meagher & Flom, LLP, Four Times Square, New York, New York 10036. Delivery of the Securities shall be made to the Representatives for the respective accounts of the several Underwriters against payment by the several Underwriters through the Representatives of the respective aggregate purchase prices of the Securities being sold by the Company and each of the Selling Stockholder to or upon the order of the Company and the Selling Stockholder by wire transfer payable in same-day funds to the accounts specified by the Company and the Selling Stockholder. Delivery of the Underwritten Securities and the Option Securities shall be made through the facilities of The Depository Trust Company unless the Representatives shall otherwise instruct.

The Selling Stockholder will pay all applicable state transfer taxes, if any, involved in the transfer to the several Underwriters of the Securities to be purchased by them from the Selling Stockholder and the respective Underwriters will pay any additional stock transfer taxes involved in further transfers.

If the option provided for in Section 2(b) hereof is exercised after the third Business Day prior to the Closing Date, the Selling Stockholder will deliver the Option Securities (at the expense of the Company) to the Representatives, at 10:00 AM, New York City time, on the date specified by the Representatives (which shall be within three Business Days after exercise of said option) for the respective accounts of the several Underwriters, against payment by the several Underwriters through the Representatives of the purchase price thereof to or upon the order of the Selling Stockholder by wire transfer payable in same-day funds to the accounts specified by the Selling Stockholder. If settlement for the Option Securities occurs after the Closing Date, the Company and the Selling Stockholder will deliver to the Representatives on the settlement date for the Option Securities, and the obligation of the Underwriters to purchase the Option Securities shall be conditioned upon receipt of, supplemental opinions, certificates and letters confirming as of such date the opinions, certificates and letters delivered on the Closing Date pursuant to Section 6 hereof.

4. *Offering by Underwriters.* It is understood that the several Underwriters propose to offer the Securities for sale to the public as set forth in the Prospectus.

5. *Agreements.*

(i) The Company agrees with the several Underwriters that:

(a) The Company will use its best efforts to cause the Registration Statement, if not effective at the Execution Time, and any amendment thereof, to become effective. Prior to the termination of the offering of the Securities, the Company will not file any amendment of the Registration Statement or supplement to the Prospectus or any Rule 462(b) Registration Statement unless the Company has furnished you a copy for your review prior to filing and will not file any such proposed amendment or supplement to which you reasonably object. Subject to the foregoing sentence, if the Registration Statement has become or becomes effective pursuant to Rule 430A, or filing of the Prospectus is otherwise required under Rule 424(b), the Company will cause the Prospectus, properly completed, and any supplement thereto to be filed in a form approved by the

Representatives with the Commission pursuant to the applicable paragraph of Rule 424(b) within the time period prescribed and will provide evidence satisfactory to the Representatives of such timely filing. The Company will promptly advise the Representatives (1) when the Registration Statement, if not effective at the Execution Time, shall have become effective, (2) when the Prospectus, and any supplement thereto, shall have been filed (if required) with the Commission pursuant to Rule 424(b) or when any Rule 462(b) Registration Statement shall have been filed with the Commission, (3) when, prior to termination of the offering of the Securities, any amendment to the Registration Statement shall have been filed or become effective, (4) of any request by the Commission or its staff for any amendment of the Registration Statement, or any Rule 462(b) Registration Statement, or for any supplement to the Prospectus or for any additional information, (5) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or the institution or threatening of any proceeding for that purpose and (6) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Securities for sale in any jurisdiction or the institution or threatening of any proceeding for such purpose. The Company will use its best efforts to prevent the issuance of any such stop order or the suspension of any such qualification and, if issued, to obtain as soon as possible the withdrawal thereof.

(b) The Company will use its best efforts to do and perform all things required to be done and performed by it under this Agreement, the Reorganization Agreements and any other related agreements prior to the Closing Date and to satisfy all conditions precedent on its part to the obligations of the Underwriters to purchase and accept delivery of the Securities. The Company will not amend in any material respect any Reorganization Agreement nor will the Company grant any material waiver of or release from any provision of any Reorganization Agreement on or prior to the Closing Date.

(c) If, at any time when a prospectus relating to the Securities is required to be delivered under the Act, any event occurs as a result of which the Prospectus as then supplemented would include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein in the light of the circumstances under which they were made not misleading, or if it shall be necessary to amend the Registration Statement or supplement the Prospectus to comply with the Act, the Company promptly will (1) notify the Representatives of any such event, (2) prepare and file with the Commission, subject to the second sentence of paragraph (i)(a) of this Section 5, an amendment or supplement which will correct such statement or omission or effect such compliance and (3) supply any supplemented Prospectus to you in such quantities as you may reasonably request.

(d) As soon as practicable, the Company will make generally available to its security holders and to the Representatives an earning statement or statements of the Company and its subsidiaries which will satisfy the provisions of Section 11(a) of the Act and Rule 158 under the Act.

(e) The Company will furnish to the Representatives and counsel for the Underwriters a reasonable number of signed copies of the Registration Statement (including exhibits thereto) and to each other Underwriter a copy of the Registration Statement (without exhibits thereto) and, so long as delivery of a prospectus by an Underwriter or dealer may be required by the Act, as many copies of each Preliminary Prospectus and the Prospectus and any supplement thereto as the Representatives may reasonably request.

(f) The Company will arrange, if necessary, for the qualification of the Securities for sale under the laws of such jurisdictions as the Representatives have designated prior to the Closing Date and will maintain such qualifications in effect so long as required for the distribution of the Securities; provided that in no event shall the Company be obligated to qualify to do business in any jurisdiction where it is not now so qualified or to take any action that would subject it to

service of process in suits, other than those arising out of the offering or sale of the Securities, in any jurisdiction where it is not now so subject.

(g) The Company will use the net proceeds received by it from the sale of the Securities in the manner specified in the Prospectus under the heading "Use of Proceeds."

(h) The Company will not, without the prior written consent of Citigroup Global Markets Inc., offer, sell, contract to sell, pledge, or otherwise dispose of, (or enter into any transaction which is designed to, or might reasonably be expected to, result in the disposition (whether by actual disposition or effective economic disposition due to cash settlement or otherwise) by the Company or any controlled affiliate of the Company directly or indirectly, including the filing (or participation in the filing) of a registration statement with the Commission in respect of, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Exchange Act, any other shares of Common Stock or any securities convertible into, or exercisable, or exchangeable for, shares of Common Stock; or publicly announce an intention to effect any such transaction, for a period of 180 days after the date of this Agreement. The foregoing sentence shall not apply to (A) the Securities to be sold hereunder, (B) the shares of mandatory convertible preferred stock to be sold by the Company under a separate underwriting agreement to be entered into by and among the Company and the Underwriters in connection with the Company's concurrent offering of mandatory convertible preferred stock and the shares of Common Stock into which such shares of mandatory convertible preferred stock may be convertible from time to time, (C) the shares of Common Stock to be issued pursuant to the Reorganization Transactions, (D) any shares of Common Stock that are issued in respect of securities that, pursuant to their terms or pursuant to arrangements between the Company or its subsidiaries (giving effect to the Reorganization Transactions) and the holders thereof, are convertible into or exercisable or exchangeable for shares of Common Stock and that are not converted into or exercised or exchanged for Common Stock pursuant to the Reorganization Transactions on or prior to the Execution Time, (E) any shares of Common Stock issued or options to purchase Common Stock or other Common Stock-based awards granted pursuant to any stock incentive plan, stock ownership plan or dividend reinvestment plan of the Company in effect at the Execution Time, (F) any shares of capital stock of the Company or securities convertible into or exercisable or exchangeable for such capital stock as payment of any part of the purchase price for the acquisition by the Company of a business or assets ("Acquisition Securities"); provided, that, (i) in the aggregate, such Acquisition Securities shall not exceed 10% of the outstanding capital stock of the Company immediately prior to such acquisition and (ii) the recipient of any such Acquisition Securities shall agree in writing to be bound by the terms of this Section 5(i)(g), and (G) the filing of any registration statement with the Commission (i) in compliance with the request of any person who has the right at the Execution Time, as disclosed in the Prospectus, to require the Company to file a registration statement with the Commission, (ii) on Form S-8 (or any successor form) with respect to any stock incentive plan, stock ownership plan or dividend reinvestment plan or (iii) on Form S-4 (or any successor form) solely with respect to Acquisition Securities. In the event that either (x) during the last 17 days of the 180-day period referred to above, the Company issues an earnings release or a press release announcing a significant event or (y) prior to the expiration of such 180-day period, the Company announces that it will release earnings results or issue a press release announcing a significant event during the 17-day period beginning on the last day of such 180-day period, (i) the restrictions described above shall continue to apply until the expiration of the 17-day period beginning on the date of the earnings release or the significant event press release and (ii) the Company shall provide written notice of such continuing restrictions to the Selling Stockholder and each person who executes a letter to the Representatives substantially in the form of Exhibit A hereto, in each case unless Citigroup Global Markets Inc. waives, in writing, such extension.

(i) The Company will not, without the prior written consent of Citigroup Global Markets Inc., release any holders of HMP Warrants (as defined in the Prospectus) who receive shares of Common Stock in the Reorganization Transactions from any of the provisions of any agreement by such persons to lock-up shares of Common Stock held by such persons.

(j) The Company will comply in all material respects with all applicable securities and other applicable laws, rules and regulations, including, without limitation, the Sarbanes Oxley Act, and to use its best efforts to cause the Company's directors and officers, in their capacities as such, to comply in all material respects with such laws, rules and regulations, including, without limitation, the provisions of the Sarbanes Oxley Act.

(k) The Company will not take, directly or indirectly, any action designed to or that would constitute or that might reasonably be expected to cause or result in, under the Exchange Act or otherwise, stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Securities contemplated by this Agreement.

(l) The Company agrees to pay the costs and expenses relating to the following matters: (i) the preparation, printing or reproduction and filing with the Commission of the Registration Statement (including financial statements and exhibits thereto), each Preliminary Prospectus, the Prospectus, and each amendment or supplement to any of them; (ii) the printing (or reproduction) and delivery (including postage, air freight charges and charges for counting and packaging) of such copies of the Registration Statement, each Preliminary Prospectus, the Prospectus, and all amendments or supplements to any of them, as may, in each case, be reasonably requested for use in connection with the offering and sale of the Securities; (iii) the preparation, printing, authentication, issuance and delivery of certificates for the Securities, including any stamp or transfer taxes in connection with the original issuance and sale of the Securities; (iv) the printing (or reproduction) and delivery of this Agreement, any blue sky memorandum and all other agreements or documents printed (or reproduced) and delivered in connection with the offering of the Securities; (v) the registration of the Securities under the Exchange Act and the listing of the Securities on the New York Stock Exchange; (vi) any registration or qualification of the Securities for offer and sale under the securities or blue sky laws of the several states (including filing fees and the reasonable fees and expenses of counsel for the Underwriters relating to such registration and qualification); (vii) any filings required to be made with the National Association of Securities Dealers, Inc. (including filing fees and the reasonable fees and expenses of counsel for the Underwriters relating to such filings); (viii) the transportation and other expenses incurred by or on behalf of Company representatives in connection with presentations to prospective purchasers of the Securities; (ix) the fees and expenses of the Company's accountants and the fees and expenses of counsel (including local and special counsel) for the Company and the Selling Stockholder; and (x) all other costs and expenses incident to the performance by the Company and the Selling Stockholder of their obligations hereunder.

Furthermore, the Company covenants with Merrill Lynch that the Company will comply with all applicable securities and other applicable laws, rules and regulations in each jurisdiction in which the Reserved Securities are offered to Invitees.

(ii) The Selling Stockholder agrees with the several Underwriters that:

(a) The Selling Stockholder will not take, directly or indirectly, any action designed to or that would constitute or that might reasonably be expected to cause or result in, under the Exchange Act or otherwise, stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Securities contemplated by this Agreement.

(b) The Selling Stockholder will advise you promptly, and if requested by you, will confirm such advice in writing, so long as delivery of a prospectus relating to the Securities by an

underwriter or dealer may be required under the Act, of (i) any change in information in the Registration Statement or the Prospectus relating to the Selling Stockholder or (ii) any new material information relating to the Company or relating to any matter stated in the Prospectus which comes to the attention of the Selling Stockholder.

(c) The Selling Stockholder will use its best efforts to do and perform all things required to be done and performed by it under this Agreement, the Reorganization Agreements and any other related agreements prior to the Closing Date and to satisfy all conditions precedent on its part to the obligations of the Underwriters to purchase and accept delivery of the Securities. The Selling Stockholder will not amend in any material respect any Reorganization Agreement nor will the Selling Stockholder grant any waiver of or release from any material provision of any Reorganization Agreement on or prior to the Closing Date.

6. *Conditions to the Obligations of the Underwriters.* The obligations of the Underwriters to purchase the Underwritten Securities and the Option Securities, as the case may be, shall be subject to the accuracy of the representations and warranties on the part of the Company and the Selling Stockholder contained herein as of the Execution Time, the Closing Date and any settlement date pursuant to Section 3 hereof, to the accuracy of the statements of the Company and the Selling Stockholder made in any certificates pursuant to the provisions hereof, to the performance by the Company and the Selling Stockholder of their respective obligations hereunder and to the following additional conditions:

(a) If the Registration Statement has not become effective prior to the Execution Time, unless the Representatives agree in writing to a later time, the Registration Statement will become effective not later than (i) 6:00 PM New York City time on the date of determination of the public offering price, if such determination occurred at or prior to 3:00 PM New York City time on such date or (ii) 9:30 AM on the Business Day following the day on which the public offering price was determined, if such determination occurred after 3:00 PM New York City time on such date; if filing of the Prospectus, or any supplement thereto, is required pursuant to Rule 424(b), the Prospectus, and any such supplement, will be filed in the manner and within the time period required by Rule 424(b); and no stop order suspending the effectiveness of the Registration Statement shall have been issued and no proceedings for that purpose shall have been instituted or threatened.

(b) All the Reorganization Transactions, as contemplated by the Reorganization Agreements, shall have been consummated.

(c) Each of the Reorganization Agreements is in full force and effect, and there shall have been no material amendments, alterations, modifications or waivers of any provisions thereof since the date of this Agreement.

(d) The Company shall have delivered notice to the holders of the HMP Warrants, stating that such warrants shall be exchanged for Common Stock 30 days from the date of this Agreement and there shall have been no material amendments, alterations, modifications or waivers of any provisions of any agreement governing the terms of such exchange since the date of this Agreement.

(e) The Company shall have requested and caused Vinson & Elkins L.L.P., counsel for the Company, to have furnished to the Representatives its opinion, dated the Closing Date and addressed to the Representatives, to the effect that:

(i) the Company has been duly organized and the Company and each of the entities listed on Schedule III to this Agreement (the "Scheduled Subsidiaries") is validly existing as a corporation or limited liability company in good standing under the laws of the jurisdiction in which it is organized (to the extent such concept exists) and is qualified as a foreign

corporation to transact business in each jurisdiction set forth on Schedule IV hereto, with full corporate power and authority to own or lease, as the case may be, and to operate its properties and conduct its business as described in the Prospectus;

(ii) all the outstanding membership interests, shares of capital stock or other ownership interests, as the case may be, of Huntsman Holdings and each Scheduled Subsidiary have been duly and validly authorized and issued and are fully paid and nonassessable, and, except as otherwise set forth in the Prospectus, all outstanding shares of capital stock of the Scheduled Subsidiaries will be owned of record upon the consummation of the Reorganization Transactions by the Company either directly or through wholly owned subsidiaries;

(iii) the Company's authorized equity capitalization is as set forth in the Prospectus; the capital stock of the Company conforms in all material respects to the description thereof contained in the Prospectus; the outstanding shares of Common Stock (including the Securities being sold hereunder by the Selling Stockholder) have been duly and validly authorized, and, when issued upon consummation of the Reorganization Transactions, will be fully paid and nonassessable; the Securities being sold hereunder by the Company have been duly and validly authorized by the Company, and, when issued and delivered to and paid for by the Underwriters pursuant to this Agreement, will be fully paid and nonassessable; and the holders of shares of capital stock or other ownership interests, as the case may be, of the Company that will be outstanding upon consummation of the Reorganization Transactions will not be entitled to preemptive or other rights under the Company's charter, by-laws, Applicable Laws or any Applicable Contract to subscribe for the Securities;

(iv) the statements made in the Prospectus under the heading "Material United States Federal Tax Consequences to Non-U.S. Holders of Common Stock," insofar as they purport to be summaries of United States federal income tax laws and regulations or legal conclusions with respect thereto relating to the purchase, ownership and disposition of the Common Stock by non-U.S. holders (as defined therein), constitute accurate summaries thereof in all material respects;

(v) the Registration Statement has become effective under the Act; any required filing of the Prospectus, and any supplements thereto, pursuant to Rule 424(b) has been made in the manner and within the time period required by Rule 424(b); to the knowledge of such counsel, no stop order suspending the effectiveness of the Registration Statement has been issued, no proceedings for that purpose have been instituted or threatened and the Registration Statement and the Prospectus (other than the financial statements and other financial information contained therein, as to which such counsel need express no opinion) appear on their face to comply as to form in all material respects with the applicable requirements of the Act;

(vi) this Agreement has been duly authorized, executed and delivered by the Company;

(vii) each of the Reorganization Agreements to which the Company is a party has been duly authorized, executed and delivered by the Company and constitutes valid and binding obligations of the Company, enforceable against the Company in accordance with its terms, except as may be limited by (1) bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or similar laws affecting the enforcement of creditors' rights generally, and (2) general principles of equity and the discretion of the court before which any proceeding therefor may be brought (whether arising under a proceeding at law or in equity);

(viii) the Company is not and, after giving effect to the offering and sale of the Securities and the application of the proceeds thereof as described in the Prospectus, will not be, an "investment company" as defined in the Investment Company Act of 1940, as amended;

(ix) no Governmental Approval (as defined below), which has not been obtained or taken and is not in full force and effect, is required to authorize, or is required in connection with, the execution, delivery or performance by the Company of this Agreement or any Reorganization Agreement, including the issuance and sale of the Securities to the Underwriters (for purposes of such opinion, (i) "Governmental Approval" means any consent, approval, license, authorization or validation of, or filing, qualification or registration with, any Governmental Authority required to be made or obtained by the Company pursuant to Applicable Laws (as defined below), other than any consent, approval, license, authorization, validation, filing, qualification or registration (A) required under federal, state or foreign securities laws, (B) required under the rules and regulations of the NASD or (C) that may have become applicable as a result of the involvement of any party other than the Company in the transactions contemplated by this Agreement or because of such parties' legal or regulatory status or because of any other facts specifically pertaining to such parties, and (ii) "Governmental Authorities" means any court, regulatory body, administrative agency or governmental body of the State of New York or the United States of America having jurisdiction over the Company under Applicable Laws);

(x) the execution, delivery and performance by the Company of this Agreement and each of the Reorganization Agreements, including the issuance and sale of the Securities, and the consummation of any other of the transactions, including the Reorganization Transactions, herein contemplated and the fulfillment of the terms hereof will not (i) conflict with the certificate of incorporation or bylaws of the Company, (ii) assuming application of the proceeds of the sale of the Securities in the manner set forth in the Prospectus, constitute a violation of, or a breach or default under, the terms of any Applicable Contract, or (iii) violate or conflict with, or result in any contravention of, any Applicable Law (provided that such counsel need not express any opinion as to whether the execution, delivery or performance by the Company of this Agreement or any Reorganization Agreement will constitute a violation of, or a default under, any covenant, restriction or provision with respect to financial ratios or tests or any aspect of the financial condition or results of operations of the Company or any of its subsidiaries; for purposes of such opinion, (i) "Applicable Contracts" shall include the Reorganization Agreements and all agreements, contracts and instruments included as exhibits to the Registration Statement and (ii) "Applicable Laws" means the Delaware General Corporation Law (the "DGCL") and those laws, rules and regulations of the State of New York and the federal laws, rules and regulations of the United States of America, in each case that, in the experience of such counsel, are normally applicable to transactions of the type contemplated by this Agreement or any Reorganization Agreement (other than the United States federal securities laws, state securities or blue sky laws, anti-fraud laws and the rules and regulations of the NASD), but without such counsel having made any special investigation as to the applicability of any specific law, rule or regulation).

In addition, such counsel shall state that it has participated in conferences with officers and other representatives of the Company, representatives of the independent public accountants of the Company and the representatives of and counsel for the Underwriters, at which the contents of the Registration Statement and the Prospectus and related matters were discussed and that, although such counsel has not independently verified, is not passing on, does not assume responsibility for or express any opinion regarding (except as set forth in paragraphs (iv) above) the accuracy, completeness or fairness of the statements contained in the Registration Statement or the Prospectus, based on the participation described above in the course of acting as counsel to the Company, no facts have come to the attention of such counsel that have caused such counsel to believe that the Registration Statement (other than (i) the financial statements included therein, including the notes and schedules thereto and the auditors' reports thereon, and (ii) the other financial and accounting data included therein, as to which such counsel need not comment), as of its effective date contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or that the Prospectus (other than (i) the financial statements included therein, including the notes and schedules thereto and the auditors' reports thereon, and (ii) the other financial and accounting data included therein, as to which such counsel need not comment), as of its issue date and the Closing Date contained or contains an untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

In rendering such opinion, such counsel may rely (A) as to matters involving the application of laws of any jurisdiction other than the State of Delaware, the State of New York or the Federal laws of the United States, to the extent they deem proper and specified in such opinion, upon the opinion of other counsel of good standing whom they believe to be reliable and who are satisfactory to counsel for the Underwriters and (B) as to matters of fact, to the extent they deem proper, on certificates of responsible officers of the Company and public officials. References to the Prospectus in this paragraph (b) shall also include any supplements thereto at the Closing Date.

(f) The Company shall have requested and caused Samuel D. Scruggs, Esq., Executive Vice President, General Counsel and secretary of the Company, to have furnished to the Representatives his letter dated the Closing Date and addressed to the Representatives, to the effect that:

(i) such counsel has no reason to believe that on the Effective Date or the date the Registration Statement was last deemed amended the Registration Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein not misleading or that the Prospectus as of its date and on the Closing Date included or includes any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (in each case, other than the financial statements and other financial information contained therein, as to which such counsel need express no opinion);

(ii) to the knowledge of such counsel, there is no pending or threatened action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company, Huntsman Holdings or any subsidiary or its or their property of a character required to be disclosed in the Registration Statement which is not adequately disclosed in the Prospectus, and there is no franchise, contract or other document of a character required to be described in the Registration Statement or Prospectus, or to be filed as an exhibit thereto, which is not described or filed as required; and the statements in the Prospectus under the headings "Business—Environmental Regulations," and "Business—Legal Proceedings" insofar as such statements summarize legal matters, agreements, documents or

proceedings discussed therein, are accurate and fair summaries of such legal matters, agreements, documents or proceedings;

(g) The Selling Stockholder shall have requested and caused Vinson & Elkins L.L.P., counsel for the Selling Stockholder, to have furnished to the Representatives its opinion dated the Closing Date and addressed to the Representatives, to the effect that:

(i) this Agreement has been duly authorized, executed and delivered by the Selling Stockholder;

(ii) each of the Reorganization Agreements to which the Selling Stockholder is a party has been duly authorized, executed and delivered by the Selling Stockholder and constitute valid and binding obligations of the Selling Stockholder, enforceable against the Selling Stockholder in accordance with their respective terms, except as may be limited by (1) bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or similar laws affecting the enforcement of creditors' rights generally, and (2) general principles of equity and the discretion of the court before which any proceeding therefor may be brought (whether arising under a proceeding at law or in equity);

(iii) upon consummations of the Reorganization Transactions, the Selling Stockholder will be the record owner of the Securities being sold by it hereunder and has full legal power to sell, transfer and deliver in the manner provided in this Agreement the Securities being sold by the Selling Stockholder hereunder;

(iv) upon the payment of the purchase price for the Securities to be purchased by the Underwriters from the Selling Stockholder pursuant to this Agreement and the indication by book entry by The Depository Trust Company ("DTC") that such Securities have been credited to the securities accounts of the Underwriters, (1) the Underwriters will acquire a valid security entitlement (within the meaning of Section 8-501 of the UCC (as in effect in the State of New York on the Closing Date) in respect of such Offered Securities, and (2) an action based on an adverse claim to such Securities (whether framed in conversion, replevin, constructive trust, equitable lien, or other theory) may not be asserted against the Underwriters (provided that, in rendering the opinions expressed in this paragraph (iii), such counsel may assume, without any independent inquiry or investigation, that (A) none of the Underwriters, their agents, counsel or other representatives, DTC and Cede & Co. has notice of any adverse claim to the Securities or any security entitlement therein; (B) DTC is a clearing corporation (as defined in UCC Section 8-102(a)(5)); (C) Cede & Co. is acting as DTC's nominee and is not a securities intermediary; (D) each customer account maintained by each Underwriter is the subject of an agreement between DTC and such Underwriter providing, among other things, that such agreement is governed by the law of the State of New York and that the State of New York is DTC's "securities intermediary's jurisdiction" for purposes of Article 8 of the UCC; and (E) no rule adopted by DTC governing the rights and obligations of DTC and the Underwriters conflicts with the provisions of Part 1 or Part 5 of Article 8 of the UCC and is effective pursuant to UCC Section 8-111 as to the matters in this paragraph or the opinions of such counsel expressed in this paragraph (iii), and such counsel may also state that its opinion in this paragraph (iii) regarding adverse claims that may not be asserted against the Underwriters is given within the meaning of Section 8-502 of the UCC);

(v) no consent, approval, authorization or order of any court or Governmental Authority is required for the consummation by the Selling Stockholder of the transactions contemplated herein or any of the Reorganization Transactions, except such as may have been obtained under the Act, state or foreign securities laws or the rules and regulations of the NASD and such as may be required under the blue sky laws of any jurisdiction in connection with the purchase and distribution of the Securities by the Underwriters in the manner contemplated in

this Agreement and in the Prospectus and such other approvals (specified in such opinion) as have been obtained; and

(vi) the execution and delivery by the Selling Stockholder of this Agreement and the Reorganization Agreements and the consummation by the Selling Stockholder of the transactions contemplated hereby, including the sale of the Securities to be sold by the Selling Stockholder and the Reorganization Transactions, will not (i) conflict with the certificate of formation or limited liability company agreement of the Selling Stockholder, (ii) constitute a violation of, or a breach or default under, the terms of any Applicable Selling Stockholder Contract, or (iii) violate or conflict with, or result in any contravention of, any Applicable Law (for purposes of such opinion, "Applicable Selling Stockholder Contracts" shall include the Reorganization Agreements and any other agreements known to such counsel after reasonable inquiry that are material to such Selling Stockholder and/or the transactions contemplated by this Agreement).

In rendering such opinion, such counsel may rely (A) as to matters involving the application of laws of any jurisdiction other than the State of Delaware or the Federal laws of the United States, to the extent they deem proper and specified in such opinion, upon the opinion of other counsel of good standing whom they believe to be reliable and who are satisfactory to counsel for the Underwriters, and (B) as to matters of fact, to the extent they deem proper, on certificates of responsible officers of the Selling Stockholder and public officials.

(h) The Representatives shall have received from Skadden, Arps, Slate, Meagher & Flom LLP, counsel for the Underwriters, such opinion or opinions, dated the Closing Date and addressed to the Representatives, with respect to the issuance and sale of the Securities, the Registration Statement, the Prospectus (together with any supplement thereto) and other related matters as the Representatives may reasonably require, and the Company and the Selling Stockholder shall have furnished to such counsel such documents as they reasonably request for the purpose of enabling them to pass upon such matters.

(i) The Company shall have furnished to the Representatives a certificate of the Company, signed by the Chairman of the Board or the President and the principal financial or accounting officer of the Company, dated the Closing Date, to the effect that the signers of such certificate have carefully examined the Registration Statement, the Prospectus, any supplements to the Prospectus and this Agreement and that:

(i) the representations and warranties of the Company in this Agreement are true and correct on and as of the Closing Date with the same effect as if made on the Closing Date and the Company has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Date;

(ii) no stop order suspending the effectiveness of the Registration Statement has been issued and no proceedings for that purpose have been instituted or, to the Company's knowledge, threatened; and

(iii) since the date of the most recent financial statements included in the Prospectus (exclusive of any supplement thereto), there has been no material adverse effect on the condition (financial or otherwise), prospects, earnings, business or properties of the Company, Huntsman Holdings and each subsidiary, taken as a whole, whether or not arising from transactions in the ordinary course of business, except as set forth in the Prospectus (exclusive of any supplement thereto).

(j) The Selling Stockholder shall have furnished to the Representatives a certificate, signed by a trustee of the Selling Stockholder, dated the Closing Date, to the effect that the signers of such certificate have carefully examined the Registration Statement, the Prospectus, any

supplement to the Prospectus and this Agreement and that the representations and warranties of the Selling Stockholder in this Agreement are true and correct in all material respects on and as of the Closing Date to the same effect as if made on the Closing Date.

(k) The Company shall have requested and caused Deloitte & Touche LLP to have furnished to the Representatives, at the Execution Time and at the Closing Date, letters, dated respectively as of the Execution Time and as of the Closing Date, in form and substance satisfactory to the Representatives, to the effect set forth in Annex B.

(l) J. Kimo Esplin, executive vice president and chief financial officer of the Company and L. Russell Healy, vice president and controller of the Company shall have furnished to the Representatives, certificates (the "CFO/Controller Certificates"), dated respectively as of the Execution Time and as of the Closing Date, in form and substance satisfactory to the Representatives to the effect set forth in Annex C.

(m) Subsequent to the Execution Time or, if earlier, the dates as of which information is given in the Registration Statement (exclusive of any amendment thereof) and the Prospectus (exclusive of any supplement thereto), there shall not have been (i) any change or decrease specified in the letter or letters referred to in paragraph (k) of this Section 6 or (ii) any change, or any development involving a prospective change, in or affecting the condition (financial or otherwise), earnings, business or properties of the Company, Huntsman Holdings and any subsidiary taken as a whole, whether or not arising from transactions in the ordinary course of business, except as set forth in the Prospectus (exclusive of any supplement thereto) the effect of which, in any case referred to in clause (i) or (ii) above, is, in the sole judgment of the Representatives, so material and adverse as to make it impractical or inadvisable to proceed with the offering or delivery of the Securities as contemplated by the Registration Statement (exclusive of any amendment thereof) and the Prospectus (exclusive of any supplement thereto).

(n) Prior to the Closing Date, the Company and the Selling Stockholder shall have furnished to the Representatives such further information, certificates and documents as the Representatives may reasonably request.

(o) Subsequent to the Execution Time, there shall not have been any decrease in the rating of any of the Company's debt securities by any "nationally recognized statistical rating organization" (as defined for purposes of Rule 436(g) under the Act) or any notice given of any intended or potential decrease in any such rating or of a possible change in any such rating that does not indicate the direction of the possible change.

(p) The Securities shall have been listed and admitted and authorized for trading on the New York Stock Exchange, and satisfactory evidence of such actions shall have been provided to the Representatives.

(q) At the Execution Time, the Company shall have furnished to the Representatives a letter substantially in the form of Exhibit A hereto from each person listed on Schedule V hereto addressed to the Representatives.

If any of the conditions specified in this Section 6 shall not have been fulfilled when and as provided in this Agreement, or if any of the opinions and certificates mentioned above or elsewhere in this Agreement shall not be reasonably satisfactory in form and substance to the Representatives and counsel for the Underwriters, this Agreement and all obligations of the Underwriters hereunder may be canceled at, or at any time prior to, the Closing Date by the Representatives. Notice of such cancellation shall be given to the Company and the Selling Stockholder in writing or by telephone or facsimile confirmed in writing.

The documents required to be delivered by this Section 6 shall be delivered at the office of Skadden, Arps, Slate, Meagher & Flom LLP, counsel for the Underwriters, at Four Times Square, New York, New York, 10036, on the Closing Date.

7. *Reimbursement of Underwriters' Expenses.* If the sale of the Securities provided for herein is not consummated because any condition to the obligations of the Underwriters set forth in Section 6 hereof is not satisfied, because of any termination pursuant to Section 10 hereof or because of any refusal, inability or failure on the part of the Company or the Selling Stockholder to perform any agreement herein or comply with any provision hereof other than by reason of a default by any of the Underwriters, the Company will reimburse the Underwriters severally through Citigroup Global Markets Inc. on demand for all out-of-pocket expenses (including reasonable fees and disbursements of counsel) that shall have been incurred by them in connection with the proposed purchase and sale of the Securities. If the Company is required to make any payments to the Underwriters under this Section 7 because of the Selling Stockholder's refusal, inability or failure to satisfy any condition to the obligations of the Underwriters set forth in Section 6, the Selling Stockholder shall reimburse the Company on demand for all amounts so paid.

8. *Indemnification and Contribution.* (a) The Company agrees to indemnify and hold harmless each Underwriter, the directors, officers, employees and agents of each Underwriter and each person who controls any Underwriter within the meaning of either the Act or the Exchange Act against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Act, the Exchange Act or other Federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the registration statement for the registration of the Securities as originally filed or in any amendment thereof, or in any Preliminary Prospectus or the Prospectus, or in any amendment thereof or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and agrees to reimburse each such indemnified party, as incurred, for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the Company will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made therein in reliance upon and in conformity with written information furnished to the Company by or on behalf of any Underwriter through the Representatives specifically for inclusion therein; and provided further, that with respect to any untrue statement or omission of material fact made in any preliminary prospectus, the indemnity agreement contained in this Section 8(a) shall not inure to the benefit of any Underwriter from whom the person asserting any such loss, claim, damage or liability purchased the securities concerned, to the extent that any such loss, claim, damage or liability of such Underwriter occurs under the circumstance where it shall have been determined by a court of competent jurisdiction by final and nonappealable judgment that (v) the Company had previously furnished copies of the Prospectus to the Representatives, (w) delivery of the Prospectus was required by the Act to be made to such person, (x) the untrue statement or omission of a material fact contained in the preliminary prospectus was corrected in the Prospectus, (y) there was not sent or given to such person, at or prior to the written confirmation of the sale of such securities to such person, a copy of the Prospectus and (z) such failure to send or give to such person, at or prior to the written confirmation of the sale of such securities to such person, a copy of the Prospectus caused such person any loss, claim, damage or liability. This indemnity agreement will be in addition to any liability which the Company may otherwise have.

(b) The Selling Stockholder agrees to indemnify and hold harmless each Underwriter, the directors, officers, employees and agents of each Underwriter and each person who controls any

Underwriter within the meaning of either the Act or the Exchange Act to the same extent as the indemnity to each Underwriter contained in subsection (a) above, but only with respect to written information relating to the Selling Stockholder furnished to the Company by or on behalf of the Selling Stockholder specifically for inclusion in the documents referred to in the foregoing indemnity. This indemnity agreement will be in addition to any liability which the Selling Stockholder may otherwise have.

(c) Each Underwriter severally and not jointly agrees to indemnify and hold harmless the Company, each of its directors, each of its officers who signs the Registration Statement, and each person who controls the Company within the meaning of either the Act or the Exchange Act and the Selling Stockholder, and each person, if any, who controls the Selling Stockholder within the meaning of the Act or the Exchange Act to the same extent as the indemnity to each Underwriter contained in subsection (a) above, but only with reference to written information relating to such Underwriter furnished to the Company by or on behalf of such Underwriter through the Representatives specifically for inclusion in the documents referred to in the foregoing indemnity. This indemnity agreement will be in addition to any liability which any Underwriter may otherwise have. The Company and the Selling Stockholder acknowledge that the statements set forth in the last paragraph of the cover page regarding delivery of the Securities and, under the heading "Underwriting", (i) the list of Underwriters and their respective participation in the sale of the Securities, (ii) the third paragraph, (iii) the eighth paragraph, (iv) the eleventh paragraph and (v) the twelfth paragraph in any Preliminary Prospectus and the Prospectus constitute the only information furnished in writing by or on behalf of the several Underwriters for inclusion in any Preliminary Prospectus or the Prospectus.

(d) In connection with the offer and sale of the Reserved Securities, the Company agrees, to indemnify and hold harmless the Underwriters, their Affiliates and selling agents and each person, if any, who controls any Underwriter within the meaning of either Section 15 of the Act or Section 20 of the Exchange Act, from and against any and all loss, liability, claim, damage and expense (including, without limitation, any legal or other expenses reasonably incurred in connection with defending, investigating or settling any such action or claim), as incurred, (i) arising out of the violation of any applicable laws or regulations of any jurisdiction where Reserved Securities have been offered; (ii) arising out of any untrue statement or alleged untrue statement of a material fact contained in any prospectus wrapper or other material prepared by or with the consent of the Company for distribution to Invitees in connection with the offer and sale of the Reserved Securities or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, when considered in conjunction with any Preliminary Prospectus or the Prospectus not misleading; (iii) caused by the failure of any Invitee to pay for and accept delivery of Reserved Securities which have been orally confirmed for purchase by any Invitee by the end of the first business day after the date of the Agreement; or (iv) related to, arising out of or in connection with, the offer and sale of the Reserved Securities.

(e) Promptly after receipt by an indemnified party under this Section 8 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 8, notify the indemnifying party in writing of the commencement thereof; but the failure so to notify the indemnifying party (i) will not relieve it from liability under paragraph (a), (b) or (c)above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided in paragraph (a), (b), (c) or (d) above. The indemnifying party shall be entitled to appoint counsel of the indemnifying party's choice at the indemnifying party's expense to represent the indemnified party in any action for which indemnification is sought (in which case the indemnifying party shall not thereafter be responsible for the fees and expenses of any separate counsel retained by the indemnified party or parties except as set

forth below); *provided*, *however*, that such counsel shall be reasonably satisfactory to the indemnified party. Notwithstanding the indemnifying party's election to appoint counsel to represent the indemnified party in an action, the indemnified party shall have the right to employ separate counsel (including local counsel), and the indemnifying party shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest, (ii) the actual or potential defendants in, or targets of, any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party, (iii) the indemnifying party shall not have employed counsel reasonably satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action or (iv) the indemnifying party shall authorize the indemnified party to employ separate counsel at the expense of the indemnifying party. An indemnifying party will not, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent (i) includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding and (ii) does not include a statement as to, or an admission of, fault, culpability or a failure to act by or on behalf of an indemnified party. Notwithstanding anything contained herein to the contrary, if indemnity may be sought pursuant to Section 8(c) hereof in respect of such action or proceeding, then in addition to such separate firm for the indemnified parties, the indemnifying party shall be liable for the reasonable fees and expenses of not more than one separate firm (in addition to any local counsel) for Merrill Lynch, the directors, officers, employees and agents of Merrill Lynch, and all persons, if any, who control Merrill Lynch within the meaning of either the Act or the Exchange Act for the defense of any losses, claims, damages and liabilities arising in connection with the Reserved Securities which are designated by the Company for sale to Invitees.

(f) In the event that the indemnity provided in paragraph (a), (b) or (c) of this Section 8 is unavailable to or insufficient to hold harmless an indemnified party for any reason, the Company, and the Selling Stockholder and the Underwriters severally agree to contribute to the aggregate losses, claims, damages and liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending same) (collectively "Losses") to which the Company and the Selling Stockholder and one or more of the Underwriters may be subject in such proportion as is appropriate to reflect the relative benefits received by the Company and the Selling Stockholder on the one hand and by the Underwriters on the other from the offering of the Securities; *provided*, *however*, that in no case shall any Underwriter (except as may be provided in any agreement among underwriters relating to the offering of the Securities) be responsible for any amount in excess of the underwriting discount or commission applicable to the Securities purchased by such Underwriter hereunder. If the allocation provided by the immediately preceding sentence is unavailable for any reason, the Company and the Selling Stockholder and the Underwriters severally shall contribute in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company and the Selling Stockholder on the one hand and of the Underwriters on the other in connection with the statements or omissions which resulted in such Losses as well as any other relevant equitable considerations. Benefits received by the Company and the Selling Stockholder, shall be deemed to be equal to the total net proceeds from the offering (before deducting expenses) received by the Company on one hand and the Selling Stockholder on the other, and benefits received by the Underwriters shall be deemed to be equal to the total underwriting discounts and commissions, in each case as set forth on the cover page of the Prospectus. Relative fault shall be determined by reference to, among other things, whether any untrue or any alleged untrue statement of a material fact or the omission or

alleged omission to state a material fact relates to information provided by the Company and the Selling Stockholder, on the one hand or the Underwriters on the other, the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The Company and the Selling Stockholder and the Underwriters agree that it would not be just and equitable if contribution were determined by pro rata allocation or any other method of allocation which does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this paragraph (d), no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this Section 8, each person who controls an Underwriter within the meaning of either the Act or the Exchange Act and each director, officer, employee and agent of an Underwriter shall have the same rights to contribution as such Underwriter, and each person who controls the Company within the meaning of either the Act or the Exchange Act, each officer of the Company who shall have signed the Registration Statement and each director of the Company shall have the same rights to contribution as the Company, subject in each case to the applicable terms and conditions of this paragraph (f).

(g) The liability of the Selling Stockholder under the Selling Stockholder representations and warranties contained in Section 1 hereof and under the indemnity and contribution agreements contained in this Section 8 and otherwise with respect to this Agreement shall be limited to an amount equal to the initial public offering price of the Securities sold by the Selling Stockholder to the Underwriters. The Company and the Selling Stockholder may agree, as among themselves and without limiting the rights of the Underwriters under this Agreement, as to the respective amounts of such liability for which they each shall be responsible.

9. *Default by an Underwriter.* If any one or more Underwriters shall fail to purchase and pay for any of the Securities agreed to be purchased by such Underwriter or Underwriters hereunder and such failure to purchase shall constitute a default in the performance of its or their obligations under this Agreement, the remaining Underwriters shall be obligated severally to take up and pay for (in the respective proportions which the amount of Securities set forth opposite their names in Schedule I hereto bears to the aggregate amount of Securities set forth opposite the names of all the remaining Underwriters) the Securities which the defaulting Underwriter or Underwriters agreed but failed to purchase; provided, however, that in the event that the aggregate amount of Securities which the defaulting Underwriter or Underwriters agreed but failed to purchase shall exceed 10% of the aggregate amount of Securities set forth in Schedule I hereto, the remaining Underwriters shall have the right to purchase all, but shall not be under any obligation to purchase any, of the Securities, and if such nondefaulting Underwriters do not purchase all the Securities, this Agreement will terminate without liability to any nondefaulting Underwriter, the Selling Stockholder or the Company. In the event of a default by any Underwriter as set forth in this Section 9, the Closing Date shall be postponed for such period, not exceeding five Business Days, as the Representatives shall determine in order that the required changes in the Registration Statement and the Prospectus or in any other documents or arrangements may be effected. Nothing contained in this Agreement shall relieve any defaulting Underwriter of its liability, if any, to the Company, the Selling Stockholder and any nondefaulting Underwriter for damages occasioned by its default hereunder.

10. *Termination.* This Agreement shall be subject to termination in the absolute discretion of the Representatives, by notice given to the Company prior to delivery of and payment for the Securities, if at any time prior to such time (i) trading in the Company's Common Stock shall have been suspended by the Commission or the New York Stock Exchange or trading in securities generally on the New York Stock Exchange shall have been suspended or limited or minimum prices shall have been established on such exchange, (ii) a banking moratorium shall have been declared either by Federal or New York State authorities or (iii) there shall have occurred any outbreak or escalation of hostilities, declaration by the United States of a national emergency or war, or other calamity or crisis the effect

of which on financial markets is such as to make it, in the sole judgment of the Representatives, impractical or inadvisable to proceed with the offering or delivery of the Securities as contemplated by the Prospectus (exclusive of any supplement thereto).

11. *Representations and Indemnities to Survive.* The respective agreements, representations, warranties, indemnities and other statements of the Company or its officers, of the Selling Stockholder and of the Underwriters set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation made by or on behalf of any Underwriter, the Selling Stockholder or the Company or any of the officers, directors, employees, agents or controlling persons referred to in Section 8 hereof, and will survive delivery of and payment for the Securities. The provisions of Sections 7 and 8 hereof shall survive the termination or cancellation of this Agreement.

12. *Notices.* All communications hereunder will be in writing and effective only on receipt, and, if sent to the Representatives, will be mailed, delivered or telefaxed to Citigroup Global Markets, Inc.; or, if sent to the Company, will be mailed, delivered or telefaxed to (801) 584-5788 and confirmed to it at 500 Huntsman Way, Salt Lake City, Utah 84108, attention of the Legal Department; or if sent to the Selling Stockholder, will be mailed, delivered or telefaxed and confirmed to it at the address set forth in Schedule VI hereto.

13. *Successors.* This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers, directors, employees, agents and controlling persons referred to in Section 8 hereof, and no other person will have any right or obligation hereunder.

14. *Applicable Law.* This Agreement will be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed within the State of New York.

15. *Counterparts.* This Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement.

16. *Headings.* The section headings used herein are for convenience only and shall not affect the construction hereof.

17. *Definitions.* The terms which follow, when used in this Agreement, shall have the meanings indicated.

"Act" shall mean the Securities Act of 1933, as amended, and the rules and regulations of the Commission promulgated thereunder.

"Business Day" shall mean any day other than a Saturday, a Sunday or a legal holiday or a day on which banking institutions or trust companies are authorized or obligated by law to close in New York City.

"Commission" shall mean the Securities and Exchange Commission.

"Effective Date" shall mean each date and time that the Registration Statement, any post-effective amendment or amendments thereto and any Rule 462(b) Registration Statement became or become effective.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder.

"Execution Time" shall mean the date and time that this Agreement is executed and delivered by the parties hereto.

"Preliminary Prospectus" shall mean any preliminary prospectus referred to in paragraph 1(i)(a) above and any preliminary prospectus included in the Registration Statement at the Effective Date that omits Rule 430A Information.

"Prospectus" shall mean the prospectus relating to the Securities that is first filed pursuant to Rule 424(b) after the Execution Time or, if no filing pursuant to Rule 424(b) is required, shall mean the form of final prospectus relating to the Securities included in the Registration Statement at the Effective Date.

"Registration Statement" shall mean the registration statement referred to in paragraph 1(i)(a) above, including exhibits and financial statements, as amended at the Execution Time (or, if not effective at the Execution Time, in the form in which it shall become effective) and, in the event any post-effective amendment thereto or any Rule 462(b) Registration Statement becomes effective prior to the Closing Date, shall also mean such registration statement as so amended or such Rule 462(b) Registration Statement, as the case may be. Such term shall include any Rule 430A Information deemed to be included therein at the Effective Date as provided by Rule 430A.

"Rule 424", "Rule 430A" and "Rule 462" refer to such rules under the Act.

"Rule 430A Information" shall mean information with respect to the Securities and the offering thereof permitted to be omitted from the Registration Statement when it becomes effective pursuant to Rule 430A.

"Rule 462(b) Registration Statement" shall mean a registration statement and any amendments thereto filed pursuant to Rule 462(b) relating to the offering covered by the registration statement referred to in Section 1(a) hereof.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to us the enclosed duplicate hereof, whereupon this letter and your acceptance shall represent a binding agreement among the Company, the Selling Stockholder and the several Underwriters.

Very truly yours,

Huntsman Corporation

By: /s/ SAMUEL D. SCRUGGS

Name: Samuel D. Scruggs
Title: Executive Vice President, General Counsel & Secretary

HMP Equity Trust

By: /s/ PETER R. HUNTSMAN

Name: Peter R. Huntsman
Title: Administrative Trustee

The foregoing Agreement is hereby confirmed and accepted as of the date first above written.

Citigroup Global Markets Inc.

By: /s/ ROBERT S. JEFFRIES

Name:
Title:

Credit Suisse First Boston LLC

By: /s/ FARLEY BOLWELL

Name: Farley Bolwell
Title: Managing Director

Deutsche Bank Securities Inc.

By: /s/ TOM COLE

Name: Tom Cole
Title: Managing Director

By: /s/ JOHN ANOS

Name: John Anos
Title: Managing Director

Merrill Lynch, Pierce, Fenner & Smith Incorporated

By: /s/ PURNA R. SAGGURTI

Name: Purna R. Saggurti
Title: Managing Director

For themselves and the other several Underwriters named in Schedule I to the foregoing Agreement.

SCHEDULE I

Underwriters	Number of Underwritten Securities to be Purchased
Citigroup Global Markets Inc.	13,709,227
Credit Suisse First Boston LLC	11,921,063
Deutsche Bank Securities Inc.	8,344, 746
Merrill Lynch, Pierce, Fenner & Smith Incorporated	13,709,227
J.P. Morgan Securities, Inc.	2,980,266
Lehman Brothers, Inc.	2,980,266
UBS Securities LLC	2,980,266
CIBC World Markets Corp.	1,490,133
Jeffries & Company, Inc.	596,053
Natexis Bleichroeder Inc.	298,029
WR Hambrecht & Co., LLC	298,029
Scotia Capital (USA) Inc.	298,029
Blaylock & Partners, L.P.	124,388
CMG Institutional Trading LLC	124,388
Samuel A. Ramierez & Co., Inc.	124,388
Muriel Siebert & Co., Inc.	124,388
The Williams Capital Group, L.P.	124,388
Total	60,227,274

Reorganization Agreements

Merger Agreement between Huntsman Corporation, Huntsman Holdings Preferred Member LLC and Huntsman Holdings Preferred Member Merger Sub LLC, dated as of February 10, 2005

Merger Agreement between Huntsman Corporation, Huntsman Holdings LLC and Huntsman Merger Sub LLC, dated as of February 10, 2005

HMP Equity Trust Amended and Restated Trust Agreement, dated as of February 10, 2005, by and among Jon M. Huntsman, Peter R. Huntsman, David Matlin, Christopher Pechock, Deutsche Bank Trust Company Delaware, Huntsman Family Holdings Company LLC, MatlinPatterson Global Opportunities Partners, L.P., MatlinPatterson Global Opportunities Partners B, L.P. and MatlinPatterson Global Opportunities Partners (Bermuda), L.P.

Agreement to Exchange LLC Interests by and among Huntsman Holdings, LLC, Huntsman Corporation and Consolidated Press (Finance) Limited, dated as of February 10, 2005.

Strategic Opportunities Agreement, by and among Huntsman Family Holdings Company LLC, MatlinPatterson Global Opportunities Partners L.P., MatlinPatterson Global Opportunities Partners B, L.P., MatlinPatterson Global Opportunities Partners (Bermuda), L.P. and Huntsman Corporation, dated as of February 10, 2005.

SCHEDULE III

Scheduled Subsidiaries

Alta One Inc.
HMP Equity Holdings Corporation
Huntsman Advanced Materials Investment LLC
Huntsman Advanced Materials Holdings LLC
Huntsman Advanced Materials LLC
Huntsman Group Inc.
Huntsman Holdings, LLC
Huntsman Holdings Preferred Member, LLC
Huntsman International Holdings LLC
Huntsman International LLC
Huntsman LLC
Huntsman Specialty Chemicals Holdings Corp.
Huntsman Specialty Chemicals Corp.

SCHEDULE IV

Foreign Qualifications

Entity	Jurisdiction(s) of Foreign Qualification
Huntsman Corporation	
Huntsman Holdings, LLC	
Alta One Inc.	
HMP Equity Holdings Corporation	
Huntsman Advance Materials Holdings LLC	
Huntsman Advanced Materials LLC	
Huntsman Group Inc.	
Huntsman Holdings Preferred Member, LLC	
Huntsman International Holdings LLC	CA, MI, LA, VA, NJ
Huntsman International LLC	AL, CA, IL, LA, MI, NH, NJ, OR, TX, VA
Huntsman LLC	AL, AZ, FL, GA, ID, IL, IN, KY, MI, MD, MA, MN, MI, NC, NJ, ND, OH, PA, SD, TN, TX, VA, WA, WV
Huntsman Specialty Chemicals Holdings Corp.	
Huntsman Specialty Chemicals Corp.	

SCHEDULE V

Persons Signing Lock-up Letters

***Directors*:**

Jon Huntsman
Peter Huntsman
David Matlin
Chris Pechock
Rich Michaelson

***Executive Officers*:**

Peter Huntsman
Kimo Esplin
Sam Scruggs
Anthony Hankins
Paul Hulme
Tom Keenan
Kevin Ninow
Don Stanutz
Mike Kern
Brian Ridd
Russ Healy

***Other Officers*:**

John Heskett
Sean Douglas
Kevin Hardman

***Stockholders*:**

HMP Equity Trust
MatlinPatterson Global Opportunities Partners L.P.
MatlinPatterson Global Opportunities Partners (Bermuda) L.P.
MatlinPatterson Global Opportunities Partners B, L.P.
Huntsman Family Holdings Company LLC
Huntsman Holdings Preferred Member, LLC
Consolidated Press (Finance) Limited
David Parkin

***Other*:**

Huntsman Holdings, LLC

Selling Stockholder:	Number of Underwritten Securities to be Sold	Maximum Number of Option Securities to be Sold
HMP Equity Trust c/o Office of the Chairman Huntsman Corporation 500 Huntsman Way Salt Lake City, Utah 84108 Attention: Jon M. Huntsman Facsimile: (801) 584-5782	4,545,455	9,034,091

Form of Lock-up Agreement

Huntsman Corporation
Public Offering of Common Stock

February , 2005

Citigroup Global Markets Inc.
Credit Suisse First Boston LLC
Deutsche Bank Securities Inc.
Merrill Lynch, Pierce, Fenner & Smith Incorporated
as Representatives of the several Underwriters,
c/o Citigroup Global Markets Inc.
388 Greenwich Street
New York, New York 10013

Ladies and Gentlemen:

This letter is being delivered to you in connection with the proposed Underwriting Agreement (the "Underwriting Agreement"), among Huntsman Corporation, a Delaware corporation (the "Company"), and each of you as representatives of a group of Underwriters named therein, relating to an underwritten public offering (the "IPO") of shares of common stock, $0.01 par value of the Company (the "Common Stock").

In order to induce you and the other Underwriters to enter into the Underwriting Agreement, the undersigned will not, without the prior written consent of Citigroup Global Markets Inc., offer, sell, contract to sell, pledge, transfer or otherwise dispose of (or enter into any transaction which is designed to, or might reasonably be expected to, result in the disposition (whether by actual disposition or effective economic disposition due to cash settlement or otherwise) by the undersigned or any controlled affiliate of the undersigned, directly or indirectly, including the filing (or participation in the filing) of a registration statement with the Securities and Exchange Commission in respect of, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Securities and Exchange Commission promulgated thereunder (in each case, a "Disposition") with respect to, any shares of capital stock of or other equity interests in Huntsman Holdings LLC or the Company or, prior to the consummation of the Reorganization Transaction (as described in the Company's registration statement relating to the IPO), the capital stock of or other equity interests in any of their respective subsidiaries whose capital stock or other equity interests may be converted into or exercised or exchanged for capital stock of or other equity in the Company as part of such Reorganization Transaction (collectively "Huntsman Equity Securities"), whether now owned or acquired after the date of this letter, or any securities convertible into, or exercisable or exchangeable for Huntsman Equity Securities or securities issued or issuable upon or with respect to Huntsman Equity Securities by way of stock dividend or stock split or in connection with a combination of shares, recapitalization, merger, consolidation or other reorganization or otherwise (the "Lock-up Securities"), or publicly announce an intention to effect any such transaction, beginning on the date of this letter and ending on the 180th day after the date of the Underwriting Agreement (the "Initial Lock-up Period").

Nothing contained herein shall be deemed to prohibit the exercise (including cashless exercise) by the undersigned of any warrant, option or right held by the undersigned, it being understood that this letter does apply to any Disposition of such warrant, option or right and any security issuable upon such exercise.

The foregoing restrictions shall not apply to Dispositions of Lock-up Securities effected pursuant to (a) the Underwriting Agreement or (b) the exceptions listed below (provided that, with respect to clause (b), the conditions described in the following paragraph are met):

(i) any transfers of Lock-up Securities or any interest therein by the undersigned prior to the date of the Underwriting Agreement;

(ii) any transfers of Lock-up Securities or any interest therein by the undersigned in connection with the Reorganization Transaction;

(iii) sales of Lock-up Securities or any interest therein purchased by the undersigned on the open market following the date of the Underwriting Agreement;

(iv) transfers of Lock-up Securities or any interest therein by the undersigned to any family member, any trust established for the benefit of any such family member or any entity wholly owned by the undersigned or any combination of the undersigned and any of the foregoing;

(v) transfers of Lock-up Securities or any interest therein by the undersigned by gift or charitable contribution;

(vi) if the undersigned is a corporation, partnership, trust or other entity, distributions of Lock-up Securities or any interest therein by the undersigned to its stockholders, members, partners or other equity owners; and

(vii) the entry into a binding contract, the giving of instructions or the adoption of a written plan by the undersigned with respect to the Disposition of Lock-up Securities, in each case meeting the requirements of Rule 10b5-1 promulgated under the Securities Exchange Act of 1934, as amended, provided that such contract, instructions or plan does not permit any such Dispositions prior to the expiration of the Initial Lock-up Period and any extension thereof pursuant to the terms hereof.

The exceptions described in the foregoing paragraph shall apply only if:

(a) such Dispositions are not required to be reported as a disposition in any public report or filing with the Securities and Exchange Commission or otherwise and the undersigned does not otherwise voluntarily effect any such public filing or report regarding such Dispositions, and

(b) the transferee agrees in writing to be bound to terms substantially similar to those included herein or is a person who has executed an agreement prior to such Disposition with terms substantially similar to those included herein,

provided that, (x) the conditions described in both (a) and (b) shall not apply to clause (ii) above, (y) the condition described in (a) above shall not apply to clauses (iv), (v) and (vii) above and (z) the condition described in (b) shall not apply to clause (iii) above.

In addition, in the event that either (x) during the last 17 days of the Initial Lock-up Period referred to above, the Company issues an earnings release or a press release announcing a significant event or (y) prior to the expiration of such Initial Lock-up Period, the Company announces that it will release earnings or issue a press release announcing a significant event during the 17-day period beginning on the last day of such Initial Lock-up Period, the restrictions described above shall continue to apply until the expiration of the 17-day period beginning on the date of the earnings release or the press release, unless Citigroup Global Markets Inc. waives, in writing, such extension.

You hereby acknowledge and agree that, prior to engaging in any transaction or taking any other action that is subject to the terms of this lock-up agreement during the period from the date of this lock-up agreement to and including the 34th day following the expiration of the Initial Lock-up Period, you will give notice thereof to Paul M. Wilson, the Securities Compliance Officer of the Company, at (801) 584-5776 and will not consummate such transaction or take any such action unless you have

received written confirmation from the Company that the Initial Lock-up Period (as may have been extended pursuant to the previous paragraph) has expired.

If for any reason (i) the Underwriting Agreement is not entered into prior to March 1, 2005 or (ii) if entered into, the Underwriting Agreement shall be terminated prior to the Closing Date (as defined in the Underwriting Agreement), then in either case this lock-up agreement shall terminate automatically.

Yours very truly,

Name:
Address:

Form of Letter from Deloitte & Touche LLC

ANNEX C

Form of CFO/Controller Certificate

CHIEF FINANCIAL OFFICER/CONTROLLER CERTIFICATE
OF
HUNTSMAN CORPORATION

The undersigned, J. Kimo Esplin, executive vice president and chief financial officer of Huntsman Corporation, a Delaware corporation (the "Company") and L. Russell Healy, vice president and controller of the Company, do hereby certify that:

(i) The Company has prepared each of the numbers (the "Financial Numbers") that are circled and ticked with the symbol X in the pages of the Prospectuses attached in Appendix I hereto and, as of the date hereof, each of the Financial Numbers matches or is accurately derived from the appropriate internal accounting and/or financial records of the Huntsman Holdings and its subsidiaries.

(ii) Each of the numbers and statements that are circled and ticked with the symbol Y in the pages of the Prospectuses attached in Appendix I hereto is accurately derived from, and is consistent with, appropriate internal records or management estimates of the Company, Huntsman Holdings and its subsidiaries or is based on publicly available information or other third-party information the Company believes to be reliable.

(iii) The Company has prepared the number that is circled and ticked with the symbol Z in the pages of the Prospectus attached in Appendix I hereto, and such number has been derived from amounts appearing in the schedule attached as Appendix II hereto (the "Foreign Exchange Expenses"). The Company has prepared the Foreign Exchange Expenses and the numbers comprising the Foreign Exchange Expenses match or are accurately derived from the appropriate internal accounting and/or financial records of Huntsman Holdings and its subsidiaries.

(iv) The Company has prepared the Q-4 Preliminary Summary Financial Data, attached as Appendix III to the CFO/Controller Certificate and, as of hereof, each of the numbers included in the Q-4 Preliminary Summary Financial Data matches or is accurately derived from the appropriate internal accounting and/or financial records of Huntsman Holdings and its subsidiaries, which are subject to normal year end and audit adjustments. The Q-4 Preliminary Summary Financial Data presents fairly in all material respects the Company's consolidated summary financial data so presented in conformity with GAAP applied on a consistent basis throughout the periods involved and with the audited financial statements included in the Prospectuses, subject to normal year end and audit adjustments.

(v) The Company has prepared Q-4 Estimates, attached as Appendix IV to the CFO/Controller Certificate. The Q-4 Estimates are based on reasonable assumptions (in the making of which we considered seasonality and other factors that affected Huntsman Holdings' results for the three month periods ending December 31, 2002 and 2003), as well as reasonable assumptions with respect to year end and audit adjustments expected to be recorded in connection with the preparation of the Company's audited financial statements for the year ended December 31, 2004.

[*Signature Page Follows*]

IN WITNESS WHEREOF, I have hereunto signed my name this day of February, 2005.

By:

Name: J. Kimo Esplin
Title: Executive Vice President and Chief Financial Officer

By:

Name: L. Russell Healy
Title: Vice President and Controller

Circle-up of S-1 Numbers

QuickLinks

Exhibit 1.02

Execution Copy

Huntsman Corporation

5,000,000 Shares(1)
Mandatory Convertible Preferred Stock
($0.01 par value)

Underwriting Agreement

New York, New York
February 10, 2005

Citigroup Global Markets Inc.
Credit Suisse First Boston LLC
Deutsche Bank Securities Inc.
Merrill Lynch, Pierce, Fenner & Smith Incorporated
as Representatives of the several Underwriters,
c/o Citigroup Global Markets Inc.
388 Greenwich Street
New York, New York 10013

Ladies and Gentlemen:

Huntsman Corporation, a corporation organized under the laws of Delaware (the "Company"), proposes to sell to the several underwriters named in Schedule I hereto (the "Underwriters"), for whom you (the "Representatives") are acting as representatives, 5,000,000 shares of 5% Mandatory Convertible Preferred Stock, $0.01 par value ("Mandatory Convertible Preferred Stock") convertible into common stock, par value $0.01 per share ("Common Stock") of the Company (the "Underwritten Securities"). The Company also proposes to grant to the Underwriters an option to purchase up to 750,000 additional shares of Mandatory Convertible Preferred Stock to cover over-allotments (the "Option Securities"; the Option Securities, together with the Underwritten Securities, being hereinafter called the "Securities"). The Securities will be established by the Certificate of Designations, Rights and Preferences of the Mandatory Convertible Preferred Stock of the Company identified in Annex A hereto (the "Certificate of Designations").

The Company and HMP Equity Trust (the "Selling Stockholder") also propose to offer concurrently with the offering of the Securities, pursuant to a separate underwriting agreement to be entered into by the Company, the Selling Stockholder and the Underwriters, 60,227,274 shares of Common Stock and to grant to the Underwriters an option to purchase up to 9,034,091 additional shares of Common Stock to cover over-allotments.

Prior to the completion of this offering and the concurrent offering of Common Stock, the Company and the Selling Stockholder will complete a series of reorganization transactions whereby the Company will become the parent and sole equity owner (directly or indirectly) of Huntsman Holdings, LLC ("Huntsman Holdings") and the direct or indirect sole equity owner of all the Scheduled Subsidiaries (as defined herein), except as described in the Prospectus (the "Reorganization Transactions"). The Reorganization Transactions will include the following transactions: (a) a wholly owned subsidiary of the Company will merge with and into Huntsman Holdings Preferred Member, LLC ("HH Preferred Member"), whereby the former members of HH Preferred Member will receive Common Stock in exchange for their membership interests of HH Preferred Member; (b) a wholly owned subsidiary of the Company will merge with and into Huntsman Holdings, whereby the former members of Huntsman Holdings, other than HH Preferred Member, will receive Common Stock in exchange for their membership interests of Huntsman Holdings and HH Preferred Member will continue to hold its preferred interest in Huntsman Holdings; (c) MatlinPatterson Global Opportunities

(1) Plus an option to purchase from the Company additional Securities to cover over-allotments.

Partners, L.P., MatlinPatterson Global Opportunities Partners (Bermuda) L.P., MatlinPatterson Global Opportunities Partners B, L.P. and Huntsman Family Holdings Company LLC will cause the contribution of any Common Stock received by any of them as a result of (a) and/or (b), above, to the Selling Stockholder and (d) Consolidated Press (Finance) Limited will exchange its equity interests in the subsidiaries (as defined herein) for Common Stock. A list of agreements pursuant to which the Reorganization Transactions will be completed is set forth on Schedule II hereto (collectively, the "Reorganization Agreements").

The Company will use a portion of the proceeds of the sale of the Securities and the concurrent offering of Common Stock to purchase U.S. treasury securities that the Company will deposit with the Collateral Agent, as defined in the Pledge, Assignment and Collateral Agency Agreement (the "Pledge Agreement") dated as of the Closing Date, between the Company and Citibank, N.A., acting as the collateral agent (the "Collateral Agent"), for the benefit of the holders of the Securities, as collateral to secure the Company's obligations to pay dividends on the Securities.

To the extent there are no additional Underwriters listed on Schedule I other than you, the term Representatives as used herein shall mean you, as Underwriters, and the terms Representatives and Underwriters shall mean either the singular or plural as the context requires. The use of the neuter in this Agreement shall include the feminine and masculine wherever appropriate. Certain terms used herein are defined in Section 17 hereof.

1. *Representations and Warranties.*

(i) The Company represents and warrants to, and agrees with, each Underwriter as set forth below in this Section 1.

(a) The Company has prepared and filed with the Commission a registration statement (file number 333-120749) on Form S-1, including a related preliminary prospectus, for registration under the Act of the offering and sale of the Securities. The Company may have filed one or more amendments thereto, including a related preliminary prospectus, each of which has previously been furnished to you. The Company will next file with the Commission one of the following: either (1) prior to the Effective Date of such registration statement, a further amendment to such registration statement (including the form of final prospectus) or (2) after the Effective Date of such registration statement, a final prospectus in accordance with Rules 430A and 424(b). In the case of clause (2), the Company has included in such registration statement, as amended at the Effective Date, all information (other than Rule 430A Information) required by the Act and the rules thereunder to be included in such registration statement and the Prospectus. As filed, such amendment and form of final prospectus, or such final prospectus, shall contain all Rule 430A Information, together with all other such required information, and, except to the extent the Representatives shall agree in writing to a modification, shall be in all substantive respects in the form furnished to you prior to the Execution Time or, to the extent not completed at the Execution Time, shall contain only such specific additional information and other changes (beyond that contained in the latest Preliminary Prospectus) as the Company has advised you, prior to the Execution Time, will be included or made therein.

(b) On the Effective Date, the Registration Statement did or will, and when the Prospectus is first filed (if required) in accordance with Rule 424(b) and on the Closing Date (as defined herein) and on any date on which Option Securities are purchased, if such date is not the Closing Date (a "settlement date"), the Prospectus (and any supplements thereto) will, comply in all material respects with the applicable requirements of the Act and the Exchange Act and the respective rules thereunder; on the Effective Date and at the Execution Time, the Registration Statement did not or will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading; and, on the Effective Date, the Prospectus, if not filed pursuant to Rule 424(b), will not, and on

the date of any filing pursuant to Rule 424(b) and on the Closing Date and any settlement date, the Prospectus (together with any supplement thereto) will not, include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided*, *however*, that the Company makes no representations or warranties as to the information contained in or omitted from the Registration Statement, or the Prospectus (or any supplement thereto) in reliance upon and in conformity with information furnished in writing to the Company by or on behalf of any Underwriter through the Representatives specifically for inclusion in the Registration Statement or the Prospectus (or any supplement thereto).

(c) The Company, Huntsman Holdings and each entity of which the Company owns or will own upon consummation of the Reorganization Transactions, directly or indirectly, greater than 25% of the outstanding equity interests (each, a "subsidiary" and collectively, the "subsidiaries") has been duly organized, is validly existing and in good standing under the laws of the jurisdiction of its organization (to the extent such concept exists) with full corporate power and authority to own or lease, as the case may be, and to operate its properties and conduct its business as described in the Prospectus, and is duly qualified to do business as a foreign corporation or limited liability company, or other business entity, as the case may be, and is in good standing under the laws of each jurisdiction which requires such qualification, except, where the failure to be in good standing or so qualified as a foreign corporation or limited liability company, or other business entity, would not, singularly or in the aggregate, reasonably be expected to have a material adverse effect on the condition (financial or otherwise), prospects, earnings, business or properties of the Company, Huntsman Holdings and the subsidiaries, taken as a whole, whether or not arising from transactions in the ordinary course of business, except as set forth in the Prospectus (exclusive of any supplement thereto) (a "Material Adverse Effect").

(d) All the outstanding membership interests, shares of capital stock or other ownership interests, as the case may be, of Huntsman Holdings and each of the significant subsidiaries of Huntsman Holdings as defined by Rule 1-02 of Regulation S-X (the "Significant Subsidiaries") have been duly and validly authorized and issued and are fully paid and nonassessable (except, with respect to any Significant Subsidiary that is a limited liability company or partnership, (i) that a member or partner may be obligated to make contributions to the Company or such Significant Subsidiary that such member or partner has agreed to make, (ii) that a member may be obligated to repay funds wrongfully distributed to it or (iii) as otherwise provided by the limited liability company agreement or partnership agreement for such limited liability company or partnership), and, except as otherwise set forth in the Prospectus, all the outstanding membership interests, shares of capital stock or other ownership interests, as the case may be, of the Significant Subsidiaries are owned by the Company either directly or through wholly owned subsidiaries free and clear of any perfected security interest or any other security interests, claims, liens or encumbrances.

(e) the Company's authorized equity capitalization is as set forth in the Prospectus; the capital stock of the Company conforms in all material respects to the description thereof contained in the Prospectus; the shares of Common Stock that will be outstanding upon consummation of the Reorganization Transactions have been duly and validly authorized by the Company and when issued upon consummation of the Reorganization Transactions will be fully paid and nonassessable; the Securities have been duly and validly authorized by the Company, and, when issued and delivered to and paid for by the Underwriters pursuant to this Agreement, will be fully paid and nonassessable; and the Securities are duly listed, and admitted and authorized for trading, subject to official notice of issuance on the New York Stock Exchange; the certificates for the Securities are in valid and sufficient form; the holders of shares of capital stock of the Company that will be outstanding upon consummation of the Reorganization Transactions will not be entitled to

preemptive or other rights to subscribe for the Securities; and, except as set forth in the Prospectus, no options, warrants or other rights to purchase, agreements or other obligations to issue, or rights to convert any obligations into or exchange any securities for, shares of capital stock of or ownership interests in the Company are outstanding or will be outstanding upon consummation of the Reorganization Transactions.

(f) Each of the Reorganization Agreements has been duly and validly authorized, executed and delivered by the Company and Huntsman Holdings, to the extent it is party to such agreement, and constitutes legally binding and valid obligations of the Company and Huntsman Holdings, to the extent it is party to such agreement, enforceable in accordance with its terms, except as may be limited by (1) bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or similar laws affecting the enforcement of creditors' rights generally, and (2) general principles of equity and the discretion of the court before which any proceeding therefor may be brought (whether arising under a proceeding at law or in equity).

(g) The Company has delivered to the Representatives a true and correct copy of each of the executed Reorganization Agreements together with all related agreements and all schedules and exhibits thereto. There have been no material amendments, alterations, modifications or waivers of any of the provisions of any of the Reorganization Agreements since their date of execution; and there exists no event or condition that would constitute a default or an event of default (in each case as contemplated by each of the Reorganization Agreements) under any of the Reorganization Agreements that could adversely affect the ability of the Company or Huntsman Holdings to consummate the offer and sale of the Securities or any of the Reorganization Transactions. Other than the Reorganization Agreements listed on Schedule II hereto, there are no agreements that have been or shall be entered into by the Company, Huntsman Holdings or any subsidiary in order to effect the Reorganization Transactions.

(h) The shares of Common Stock issuable upon conversion of the Securities have been duly and validly authorized and reserved for issuance by the Company and, when issued and delivered upon conversion and in accordance with the provisions of the Certificate of Designations, will be duly and validly issued, fully paid and non-assessable and will conform in all material respects to the description of the Common Stock contained in the Prospectus.

(i) The Certificate of Designations, the proposed form of which has been furnished to the Representatives, will have been duly filed with the Secretary of State of Delaware on or before the Effective Date.

(j) The Pledge Agreement has been duly authorized, executed and delivered by the Company and is a valid and binding agreement of the Company enforceable against the Company in accordance with its terms, except as such enforceability may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or similar laws of general applicability affecting the enforcement of creditor's rights, and (ii) the application of general principles of equity (regardless of which such enforceability is considered in a proceeding of equity or at law).

(k) The Pledge Agreement has been duly authorized, executed and delivered by the Company, and such agreement is a valid and binding agreement of the Company enforceable against the Company in accordance with its terms.

(l) The provisions of the Pledge Agreement are effective to create a valid security interest in each of the Collateral Accounts (as defined in the Pledge Agreement) in favor of the Collateral Agent for the benefit of each holder of Securities to secure the obligations of the Company to pay dividends on the Securities; the establishment and maintenance of each of the Collateral Accounts pursuant to the provisions of the Pledge Agreement are effective to perfect the foregoing security interest.

(m) There is no franchise, contract or other document of a character required to be described in the Registration Statement or Prospectus, or to be filed as an exhibit thereto, which is not described or filed as required.

(n) The Company is not and, after giving effect to the offering and sale of the Securities and the application of the proceeds thereof as described in the Prospectus, will not be an "investment company" as defined in the Investment Company Act of 1940, as amended.

(o) No consent, approval, authorization, filing with or order of any court or governmental agency or body or regulatory authority is required in connection with the purchase and distribution of the Securities by the Underwriters or the consummation of any of the Reorganization Transactions in the manner contemplated herein and in the Prospectus, except such as have been obtained or as may be required under the Act or state or foreign securities laws or the rules and regulations of the National Association of Securities Dealers, Inc. ("NASD") and such as may be required under the blue sky laws of any jurisdiction in connection with the purchase and distribution of the Securities by the Underwriters in the manner contemplated herein and in the Prospectus.

(p) Neither the issue and sale of the Securities and the compliance by the Company with all of the provisions of the Certificate of Designations and the Pledge Agreement, nor the consummation of any of the Reorganization Transactions, nor the consummation of any other of the transactions herein contemplated nor the fulfillment of the terms hereof will conflict with, result in a breach or violation of, or imposition of any lien, charge or encumbrance upon any property or assets of the Company, Huntsman Holdings or any subsidiary pursuant to, (i) the charter or by-laws (or similar organizational documents) of the Company, Huntsman Holdings or any subsidiary, (ii) the terms of any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which the Company, Huntsman Holdings or any subsidiary is a party or bound or to which its or their property is subject, or (iii) any statute, law, rule, regulation, judgment, order or decree applicable to the Company, Huntsman Holdings or any subsidiary of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company, Huntsman Holdings or any subsidiary or any of its or their properties, or (iv) any Reorganization Agreement, except, in the case of clause (ii) or (iii) above, where any such conflict, breach, violation, lien, charge or encumbrance would not, singularly or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(q) Other than the Securities being sold by the Selling Stockholder, upon consummation of the Reorganization Transactions no holders of securities of the Company will have rights to the registration of such securities under the Registration Statement.

(r) The balance sheet of the Company included in the Prospectus and the Registration Statement presents fairly in all material respects the financial condition of the Company as of October 31, 2004, complies as to form with the applicable accounting requirements of the Act and has been prepared in conformity with generally accepted accounting principles applied on a consistent basis throughout the periods involved (except as otherwise noted therein). The consolidated historical financial statements and schedules of Huntsman Holdings and its consolidated subsidiaries, Huntsman Advanced Materials LLC and its consolidated subsidiaries, Huntsman International Holdings LLC and its consolidated subsidiaries, and the unaudited historical financial statements and schedules of Huntsman International Holdings LLC and its consolidated subsidiaries included in the Prospectus and the Registration Statement present fairly in all material respects the financial condition, results of operations and cash flows of such entities as of the dates and for the periods indicated, comply as to form with the applicable accounting requirements of the Act and have been prepared in conformity with generally accepted accounting

principles applied on a consistent basis throughout the periods involved (except as otherwise noted therein). The selected financial data set forth under the caption "Selected Historical Financial Data" in the Prospectus and Registration Statement fairly present in all material respects, on the basis stated in the Prospectus and the Registration Statement, the information included therein. The pro forma financial statements included in the Prospectus and the Registration Statement include assumptions that provide a reasonable basis for presenting the significant effects directly attributable to the transactions and events described therein, the related pro forma adjustments give appropriate effect to those assumptions, and the pro forma adjustments reflect the proper application of those adjustments to the historical financial statement amounts in the pro forma financial statements included in the Prospectus and the Registration Statement. The pro forma financial statements included in the Prospectus and the Registration Statement comply as to form in all material respects with the applicable accounting requirements of Regulation S-X under the Act and the pro forma adjustments have been properly applied to the historical amounts in the compilation of those statements. The range of estimated revenues, operating income, depreciation and amortization, restructuring charges and loss on early extinguishment of debt for the three months ended December 31, 2004 included in the prospectus (collectively, the "Q-4 Estimates") are based on Huntsman Holdings' preliminary unaudited financial data for the three month period ended December 31, 2004 (the "Q-4 Preliminary Summary Financial Data"). The Q-4 Estimates are based on reasonable assumptions (in the making of which the Company and Huntsman Holdings considered seasonality and other factors that affected Huntsman Holdings' results for the three month periods ending December 31, 2002 and 2003), as well as reasonable assumptions with respect to year end and audit adjustments expected to be recorded in connection with the preparation of Huntsman Holdings' audited financial statements for the year ended December 31, 2004. The Q-4 Preliminary Summary Financial Data provided to the underwriters and forming a basis for the Q-4 Estimates present fairly in all material respects Huntsman Holdings' consolidated summary financial data so presented in conformity with GAAP applied on a consistent basis throughout the periods involved and with Huntsman Holdings' audited financial statements included in the Prospectus, subject to normal year end and audit adjustments.

(s) No action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company, Huntsman Holdings or any subsidiary or its or their property is pending or, to the best knowledge of the Company, threatened that (i) would reasonably be expected to have a material adverse effect on the performance of this Agreement or any Reorganization Agreement or the consummation of any of the transactions contemplated hereby including the Reorganization Transactions, or (ii) would reasonably be expected to have a Material Adverse Effect.

(t) The Company, Huntsman Holdings and each subsidiary owns, leases, licenses or has other rights to use all such properties as are necessary to the conduct of its operations as presently conducted in all material respects.

(u) Neither the Company, Huntsman Holdings nor any subsidiary is in violation or default of (i) any provision of its charter or by-laws (or similar organizational documents), (ii) the terms of any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which it is a party or bound or to which its property is subject, except where any such violation or default would not, singularly or in the aggregate, have a Material Adverse Effect, or (iii) any statute, law, rule, regulation, judgment, order or decree of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company, Huntsman Holdings or such subsidiary or any of its properties, as applicable, except where any such violation or default would not, singularly or in the aggregate, have a Material Adverse Effect.

(v) Deloitte & Touche LLP, who have certified certain financial statements including those of the Company and Huntsman Holdings and its consolidated subsidiaries, and delivered their report with respect to the audited consolidated financial statements and schedules included in the Prospectus, are independent registered public accountants with respect to the Company within the meaning of the Act and the applicable published rules and regulations thereunder.

(w) There are no transfer taxes or other similar fees or charges under Federal law or the laws of any state, or any political subdivision thereof, required to be paid in connection with the execution and delivery of this Agreement or any Reorganization Agreement or the issuance by the Company or sale by the Company of the Securities or the consummation of any of the Reorganization Transactions.

(x) The Company and Huntsman Holdings have filed all foreign, federal, state and local tax returns that are required to be filed or have requested extensions thereof (except in any case in which the failure so to file would not reasonably be expected to have a Material Adverse Effect and have paid all taxes required to be paid by the Company or Huntsman Holdings, as the case may be and any other assessment, fine or penalty levied against the Company or Huntsman Holdings, to the extent that any of the foregoing is due and payable, except for any such assessment, fine or penalty that is currently being contested in good faith or as would not reasonably be expected to have a Material Adverse Effect.

(y) No labor problem or dispute with the employees of the Company, Huntsman Holdings or any of the subsidiaries exists or is threatened or imminent, and the Company is not aware of any existing or imminent labor disturbance by the employees of any of the principal suppliers, contractors or customers of the Company, Huntsman Holdings or any subsidiary, that would have a Material Adverse Effect.

(z) The Company, Huntsman Holdings and each subsidiary have good and marketable title to all real property owned by the Company, Huntsman Holdings and such subsidiary as the case may be and good title to all other properties owned by them, in each case, free and clear of all mortgages, pledges, liens, security interests, claims, restrictions or encumbrances of any kind except such as (a) are described in the Prospectus or (b) do not, singularly or in the aggregate, materially affect the value of such property and do not interfere with the use made and proposed to be made of such property by the Company, Huntsman Holdings or any subsidiary; and all the leases and subleases material to the business of the Company, Huntsman Holdings and each subsidiary, considered as one enterprise, and under which the Company, Huntsman Holdings or any subsidiary holds properties described in the Prospectus, are in full force and effect, and neither the Company, Huntsman Holdings nor any subsidiary has any notice of any material claim of any sort that has been asserted by anyone adverse to the rights of the Company, Huntsman Holdings or any subsidiary under any of the leases or subleases mentioned above, or affecting or questioning the rights of the Company, Huntsman Holdings or such subsidiary to the continued possession of the leased or subleased premises under any such lease or sublease.

(aa) Except as otherwise described in the Prospectus, the Company, Huntsman Holdings and each subsidiary are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the businesses in which they are engaged; and neither the Company, Huntsman Holdings nor any such subsidiary has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not have a Material Adverse Effect.

(bb) Except with respect to Environmental Laws (which are dealt with in clauses (ee) and (ff) below), the Company, Huntsman Holdings and each subsidiary possess all licenses, certificates, permits and other authorizations issued by the appropriate federal, state or foreign regulatory

authorities necessary to conduct their respective businesses (collectively, "Permits"), except as would not, singularly or in the aggregate, have a Material Adverse Effect, and neither the Company, Huntsman Holdings nor any such subsidiary has received any notice of proceedings relating to the revocation or modification of any such Permit which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would have a Material Adverse Effect.

(cc) The Company, Huntsman Holdings and each subsidiary maintain a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(dd) The Company has not taken, directly or indirectly, any action designed to or that would constitute or that might reasonably be expected to cause or result in, under the Exchange Act or otherwise, stabilization or manipulation of the price of any security of the Company to facilitate the offer, sale or resale of the Securities contemplated by this Agreement.

(ee) Except as set forth in the Prospectus, or as would not, singularly or in the aggregate, have a Material Adverse Effect, or otherwise require disclosure in the Registration Statement, (i) none of the Company, Huntsman Holdings or any subsidiary is or has been in violation of any Environmental Laws (as defined below), including any Permits required under Environmental Laws; (ii) the Company is not aware of any circumstances, either past, present or that are reasonably foreseeable, that could reasonably be expected to lead to any such violation in the future; (iii) none of the Company, Huntsman Holdings or any subsidiary has received any written notice or other verifiable form of communication, whether from a governmental authority or otherwise, alleging any such violation; (iv) there is no pending or threatened claim, action, investigation or proceeding by any person or entity alleging potential liability of the Company, Huntsman Holdings or any subsidiary (or against any person or entity for whose acts or omissions the Company, Huntsman Holdings or any subsidiary is or may reasonably be expected to be liable, either contractually or by operation of law) for investigatory, cleanup, or other response costs, or natural resource or property damages, or personal injuries, attorney's fees or penalties relating to (A) the presence, or release into the environment, of any Materials of Environmental Concern (as defined below) at any location, or (B) circumstances forming the basis of any violation or potential violation, of any Environmental Law (collectively, "Environmental Claims"); and (v) the Company is not aware of any past or present actions, activities, circumstances, conditions, events or incidents that could reasonably be expected to form the basis of any Environmental Claim. For purposes of this Agreement, "Environmental Laws" means all applicable federal, state, local or foreign laws and regulations relating to pollution or protection of human health or the environment, including, without limitation, laws and regulations relating to emissions, discharges, releases or threatened releases of Materials of Environmental Concern or otherwise relating to the protection of human health and safety, or the use, treatment, storage, disposal, transport or handling of Materials of Environmental Concern; and "Materials of Environmental Concern" means any regulated toxic or hazardous substances, materials or wastes, or petroleum and petroleum products, or other substances that may have an adverse effect on human health or the environment.

(ff) In the ordinary course of business, Huntsman Holdings periodically reviews the effect of Environmental Laws on the business, operations and properties of Huntsman Holdings and the subsidiaries, in the course of which, or as a result of which, Huntsman Holdings has identified and evaluated associated costs and liabilities (including, without limitation, any capital or operating expenditures required for cleanup, closure of properties or compliance with Environmental Laws

or any permit, license or approval, any related constraints on operating activities, and any potential liabilities to third parties). On the basis of such reviews, investigations and inquiries, the Company has reasonably concluded that, except as disclosed in the Prospectus, any costs and liabilities associated with such matters would not have a Material Adverse Effect, or otherwise require disclosure in the Registration Statement.

(gg) Neither the Company, Huntsman Holdings nor any subsidiary has incurred any liability for any prohibited transaction (as defined in Section 406 of the Employee Retirement Income Security Act of 1974, as amended ("ERISA")) or any complete or partial withdrawal liability or other liability under Title IV of ERISA with respect to any pension, profit sharing or other plan which is subject to ERISA, to which the Company, Huntsman Holdings or any subsidiary makes or within the preceding six years from the date hereof has made a contribution or had an obligation to make a contribution which liability would, singularly or in the aggregate, reasonably be expected to have a Material Adverse Effect. With respect to such plans, the Company, Huntsman Holdings and the subsidiaries are in compliance in all material respects with all applicable provisions of ERISA, except such noncompliance which would not, singularly or in the aggregate, have a Material Adverse Effect. The minimum funding standard under Section 302 of the Employee Retirement Income Security Act of 1974, as amended, and the regulations and published interpretations thereunder ("ERISA"), has been satisfied by each "pension plan" (as defined in Section 3(2) of ERISA) which has been established or maintained by the Company, Huntsman Holdings and/or one or more of its subsidiaries.

(hh) Neither the Company, Huntsman Holdings or any subsidiary nor any of their respective directors, managers, or partners, as applicable or officers, in their capacities as such, is in material breach or violation of any provision of the Sarbanes Oxley Act of 2002 and the rules and regulations promulgated in connection therewith (the "Sarbanes Oxley Act"), including Section 402 related to loans and Sections 302 and 906 related to certifications.

(ii) Except as would not, singularly or in the aggregate, have a Material Adverse Effect, (i) neither the Company, Huntsman Holdings nor any subsidiary nor, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company, Huntsman Holdings or any subsidiary, is aware of or has taken any action, directly or indirectly, that would result in a violation by such Persons of the FCPA, including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA and (ii) the Company, Huntsman Holdings, the subsidiaries and, to the knowledge of the Company, Huntsman Holdings, and its affiliates have conducted their businesses in compliance with the FCPA and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

"FCPA" means Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder.

(jj) The operations of the Company, Huntsman Holdings and the subsidiaries are and have been conducted at all times in compliance with applicable financial record keeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "Money Laundering Laws") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company,

Huntsman Holdings or any subsidiary with respect to the Money Laundering Laws is pending or, to the best knowledge of the Company, threatened except as would not, singularly or in the aggregate, have a Material Adverse Effect.

(kk) Neither the Company, Huntsman Holdings nor any subsidiary nor, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company, Huntsman Holdings or any subsidiary is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC"); and the Company will not directly or indirectly use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC except as would not, singularly or in the aggregate, have a Material Adverse Effect.

(ll) The Company, Huntsman Holdings and the subsidiaries own, possess, license or have other rights to use all patents, patent applications, trade and service marks, trade and service mark registrations, trade names, copyrights, licenses, inventions, trade secrets, technology, know-how and other intellectual property (collectively, the "Intellectual Property") necessary for the conduct of the Company's and its subsidiaries businesses as now conducted or as proposed in the Prospectus to be conducted upon consummation of the Reorganization Transactions, except where failure to own, possess, license or have other rights to use such Intellectual Property would not have a Material Adverse Effect. Except as set forth in the Prospectus under the caption "Business—Intellectual Property Rights,": (a) to the Company's best knowledge, there is no material infringement or other violation by third parties of any such Intellectual Property; owned by the Company or any of its subsidiaries, and there is no pending or threatened action, suit, proceeding or claim by the Company or any of its subsidiaries asserting any such infringement or violation by others; and (b) there is no pending, or to the Company's best knowledge, threatened action, suit, proceeding or claim by others (i) challenging the validity or scope of any such Intellectual Property owned by the Company or any of its subsidiaries, or to the Company's best knowledge, any other such Intellectual Property, or the Company's or its subsidiaries' rights in, any such Intellectual Property or (ii) asserting that the Company or any of its subsidiaries is infringing or otherwise violating the Intellectual Property of any third party, and the Company and its subsidiaries are unaware of any facts which would form a reasonable basis for any of the foregoing where, if such action, suit, proceeding or claim of infringement or violation were sustained would, singularly or in the aggregate, have a Material Adverse Effect.

(mm) Except as disclosed in the Registration Statement and the Prospectus, the Company (i) does not, and upon consummation of the Reorganization Transactions will not have any material lending or other relationship with any bank or lending affiliate of any of the Representatives and (ii) does not intend to use any of the proceeds from the sale of the Securities hereunder to repay any outstanding debt owed to any affiliate of any of the Representatives except repayments of indebtedness that are reflected in the Registration Statement.

Any certificate signed by any officer of the Company and delivered to the Representatives or counsel for the Underwriters pursuant to this Agreement on the Closing Date or any settlement date for the Option Securities shall be deemed a representation and warranty by the Company, as to matters covered thereby, to each Underwriter.

2. *Purchase and Sale.* (a) Subject to the terms and conditions and in reliance upon the representations and warranties herein set forth, the Company agrees to sell to each Underwriter, and each Underwriter agrees, severally and not jointly, to purchase from the Company at a purchase price of $48.50 per share, plus accrued dividends, if any, with respect to the Securities from February 16,

2005 to the Closing Date, the amount of the Underwritten Securities set forth opposite such Underwriter's name in Schedule I hereto.

(b) Subject to the terms and conditions and in reliance upon the representations and warranties herein set forth, the Company hereby grants an option to the several Underwriters to purchase, severally and not jointly, up to 750,000 Option Securities at a purchase price of $48.50 per share plus accrued dividends, if any, with respect to the Option Securities from February 16, 2005 to the settlement date for such Option Securities. Said option may be exercised only to cover over-allotments in the sale of the Underwritten Securities by the Underwriters. Said option may be exercised in whole or in part at any time on or before the 30th day after the date of the Prospectus upon written or telegraphic notice by the Representatives to the Company setting forth the number of shares of the Option Securities as to which the several Underwriters are exercising the option and the settlement date. The number of Option Securities to be purchased by each Underwriter shall be the same percentage of the total number of shares of the Option Securities to be purchased by the several Underwriters as such Underwriter is purchasing of the Underwritten Securities, subject to such adjustments as you in your absolute discretion shall make to eliminate any fractional shares.

3. *Delivery and Payment.* Delivery of and payment for the Underwritten Securities and the Option Securities (if the option provided for in Section 2(b) hereof shall have been exercised on or before the third Business Day prior to the Closing Date) shall be made at 10:00 AM, New York City time, on February 16, 2005, or at such time on such later date not more than three Business Days after the foregoing date as the Representatives shall designate, which date and time may be postponed by agreement between the Representatives, and the Company or as provided in Section 9 hereof (such date and time of delivery and payment for the Securities being herein called the "Closing Date") at the offices of Skadden, Arps, Slate, Meagher & Flom, LLP, Four Times Square, New York, New York 10036. Delivery of the Securities shall be made to the Representatives for the respective accounts of the several Underwriters against payment by the several Underwriters through the Representatives of the purchase price thereof or upon the order of the Company by wire transfer payable in same-day funds to the accounts specified by the Company. Delivery of the Underwritten Securities and the Option Securities shall be made through the facilities of The Depository Trust Company unless the Representatives shall otherwise instruct.

If the option provided for in Section 2(b) hereof is exercised after the third Business Day prior to the Closing Date, the Company will deliver the Option Securities (at the expense of the Company) to the Representatives, at 10:00 AM, New York City time, on the date specified by the Representatives (which shall be within three Business Days after exercise of said option) for the respective accounts of the several Underwriters, against payment by the several Underwriters through the Representatives of the purchase price thereof or upon the order of the Company by wire transfer payable in same-day funds to the accounts specified by the Company. If settlement for the Option Securities occurs after the Closing Date, the Company will deliver to the Representatives on the settlement date for the Option Securities, and the obligation of the Underwriters to purchase the Option Securities shall be conditioned upon receipt of, supplemental opinions, certificates and letters confirming as of such date the opinions, certificates and letters delivered on the Closing Date pursuant to Section 6 hereof.

4. *Offering by Underwriters.* It is understood that the several Underwriters propose to offer the Securities for sale to the public as set forth in the Prospectus.

5. *Agreements.*

(i) The Company agrees with the several Underwriters that:

(a) The Company will use its best efforts to cause the Registration Statement, if not effective at the Execution Time, and any amendment thereof, to become effective. Prior to the termination of the offering of the Securities, the Company will not file any amendment of the Registration

Statement or supplement to the Prospectus or any Rule 462(b) Registration Statement unless the Company has furnished you a copy for your review prior to filing and will not file any such proposed amendment or supplement to which you reasonably object. Subject to the foregoing sentence, if the Registration Statement has become or becomes effective pursuant to Rule 430A, or filing of the Prospectus is otherwise required under Rule 424(b), the Company will cause the Prospectus, properly completed, and any supplement thereto to be filed in a form approved by the Representatives with the Commission pursuant to the applicable paragraph of Rule 424(b) within the time period prescribed and will provide evidence satisfactory to the Representatives of such timely filing. The Company will promptly advise the Representatives (1) when the Registration Statement, if not effective at the Execution Time, shall have become effective, (2) when the Prospectus, and any supplement thereto, shall have been filed (if required) with the Commission pursuant to Rule 424(b) or when any Rule 462(b) Registration Statement shall have been filed with the Commission, (3) when, prior to termination of the offering of the Securities, any amendment to the Registration Statement shall have been filed or become effective, (4) of any request by the Commission or its staff for any amendment of the Registration Statement, or any Rule 462(b) Registration Statement, or for any supplement to the Prospectus or for any additional information, (5) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or the institution or threatening of any proceeding for that purpose and (6) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Securities for sale in any jurisdiction or the institution or threatening of any proceeding for such purpose. The Company will use its best efforts to prevent the issuance of any such stop order or the suspension of any such qualification and, if issued, to obtain as soon as possible the withdrawal thereof.

(b) The Company will use its best efforts to do and perform all things required to be done and performed by it under this Agreement, the Reorganization Agreements and any other related agreements prior to the Closing Date and to satisfy all conditions precedent on its part to the obligations of the Underwriters to purchase and accept delivery of the Securities. The Company will not amend in any material respect any Reorganization Agreement nor will the Company grant any material waiver of or release from any provision of any Reorganization Agreement on or prior to the Closing Date.

(c) If, at any time when a prospectus relating to the Securities is required to be delivered under the Act, any event occurs as a result of which the Prospectus as then supplemented would include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein in the light of the circumstances under which they were made not misleading, or if it shall be necessary to amend the Registration Statement or supplement the Prospectus to comply with the Act, the Company promptly will (1) notify the Representatives of any such event, (2) prepare and file with the Commission, subject to the second sentence of paragraph (i)(a) of this Section 5, an amendment or supplement which will correct such statement or omission or effect such compliance and (3) supply any supplemented Prospectus to you in such quantities as you may reasonably request.

(d) As soon as practicable, the Company will make generally available to its security holders and to the Representatives an earning statement or statements of the Company and its subsidiaries which will satisfy the provisions of Section 11(a) of the Act and Rule 158 under the Act.

(e) The Company will furnish to the Representatives and counsel for the Underwriters a reasonable number of signed copies of the Registration Statement (including exhibits thereto) and to each other Underwriter a copy of the Registration Statement (without exhibits thereto) and, so long as delivery of a prospectus by an Underwriter or dealer may be required by the Act, as many copies of each Preliminary Prospectus and the Prospectus and any supplement thereto as the Representatives may reasonably request.

(f) The Company will arrange, if necessary, for the qualification of the Securities for sale under the laws of such jurisdictions as the Representatives have designated prior to the Closing Date and will maintain such qualifications in effect so long as required for the distribution of the Securities; provided that in no event shall the Company be obligated to qualify to do business in any jurisdiction where it is not now so qualified or to take any action that would subject it to service of process in suits, other than those arising out of the offering or sale of the Securities, in any jurisdiction where it is not now so subject.

(g) The Company will use the net proceeds received by it from the sale of the Securities in the manner specified in the Prospectus under the heading "Use of Proceeds."

(h) The Company will not, without the prior written consent of Citigroup Global Markets Inc., offer, sell, contract to sell, pledge, or otherwise dispose of, (or enter into any transaction which is designed to, or might reasonably be expected to, result in the disposition (whether by actual disposition or effective economic disposition due to cash settlement or otherwise) by the Company or any controlled affiliate of the Company) directly or indirectly, including the filing (or participation in the filing) of a registration statement with the Commission in respect of, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Exchange Act, any shares of Common Stock or any other securities convertible into, or exercisable, or exchangeable for, shares of Common Stock; or publicly announce an intention to effect any such transaction, for a period of 180 days after the date of this Agreement. The foregoing sentence shall not apply to (A) the Securities to be sold hereunder, (B) the shares of Common Stock to be sold by the Company under a separate underwriting agreement to be entered into by and among the Company and the Underwriters in connection with the Company's concurrent offering of Common Stock, (C) the shares of Common Stock to be issued pursuant to the Reorganization Transactions, (D) any shares of Common Stock that are issued in respect of securities that, pursuant to their terms or pursuant to arrangements between the Company or its subsidiaries (giving effect to the Reorganization Transaction) and the holders thereof, are convertible into or exercisable or exchangeable for shares of Common Stock and that are not converted into or exercised or exchanged for Common Stock pursuant to the Reorganization Transaction on or prior to the Execution Time, (E) any shares of Common Stock issued or options to purchase Common Stock or other Common Stock-based awards granted pursuant to any stock incentive plan, stock ownership plan or dividend reinvestment plan of the Company in effect at the Execution Time, (F) any shares of capital stock of the Company or securities convertible into or exercisable or exchangeable for such capital stock as payment of any part of the purchase price for the acquisition by the Company of a business or assets ("Acquisition Securities"); provided, that, (i) in the aggregate, such Acquisition Securities shall not exceed 10% of the outstanding capital stock of the Company immediately prior to such acquisition and (ii) the recipient of any such Acquisition Securities shall agree in writing to be bound by the terms of this Section 5(i)(g), and (G) the filing of any registration statement with the Commission (i) in compliance with the request of any person who has the right at the Execution Time, as disclosed in the Prospectus, to require the Company to file a registration statement with the Commission, (ii) on Form S-8 (or any successor form) with respect to any stock incentive plan, stock ownership plan or dividend reinvestment plan or (iii) on Form S-4 (or any successor form) solely with respect to Acquisition Securities. In the event that either (x) during the last 17 days of the 180-day period referred to above, the Company issues an earnings release or a press release announcing a significant event or (y) prior to the expiration of such 180-day period, the Company announces that it will release earnings results or issue a press release announcing a significant event during the 17-day period beginning on the last day of such 180-day period, the restrictions described above shall continue to apply until the expiration of the 17-day period beginning on the date of the earnings release or the significant event press release, in each case unless Citigroup Global Markets Inc. waives, in writing, such extension.

(i) The Company will comply in all material respects with all applicable securities and other applicable laws, rules and regulations, including, without limitation, the Sarbanes Oxley Act, and to use its best efforts to cause the Company's directors and officers, in their capacities as such, to comply in all material respects with such laws, rules and regulations, including, without limitation, the provisions of the Sarbanes Oxley Act.

(j) The Company will not take, directly or indirectly, any action designed to or that would constitute or that might reasonably be expected to cause or result in, under the Exchange Act or otherwise, stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Securities contemplated by this Agreement.

(k) The Company agrees to pay the costs and expenses relating to the following matters: (i) the preparation, printing or reproduction and filing with the Commission of the Registration Statement (including financial statements and exhibits thereto), each Preliminary Prospectus, the Prospectus, and each amendment or supplement to any of them; (ii) the printing (or reproduction) and delivery (including postage, air freight charges and charges for counting and packaging) of such copies of the Registration Statement, each Preliminary Prospectus, the Prospectus, and all amendments or supplements to any of them, as may, in each case, be reasonably requested for use in connection with the offering and sale of the Securities; (iii) the preparation, printing, authentication, issuance and delivery of certificates for the Securities, including any stamp or transfer taxes in connection with the original issuance and sale of the Securities; (iv) the printing (or reproduction) and delivery of this Agreement, any blue sky memorandum and all other agreements or documents printed (or reproduced) and delivered in connection with the offering of the Securities; (v) the registration of the Securities under the Exchange Act and the listing of the Securities on the New York Stock Exchange; (vi) any registration or qualification of the Securities for offer and sale under the securities or blue sky laws of the several states (including filing fees and the reasonable fees and expenses of counsel for the Underwriters relating to such registration and qualification); (vii) any filings required to be made with the National Association of Securities Dealers, Inc. (including filing fees and the reasonable fees and expenses of counsel for the Underwriters relating to such filings); (viii) the transportation and other expenses incurred by or on behalf of Company representatives in connection with presentations to prospective purchasers of the Securities; (ix) the fees and expenses of the Company's accountants and the fees and expenses of counsel (including local and special counsel) for the Company; and (x) all other costs and expenses incident to the performance by the Company of its obligations hereunder.

6. *Conditions to the Obligations of the Underwriters.* The obligations of the Underwriters to purchase the Underwritten Securities and the Option Securities, as the case may be, shall be subject to the accuracy of the representations and warranties on the part of the Company contained herein as of the Execution Time, the Closing Date and any settlement date pursuant to Section 3 hereof, to the accuracy of the statements of the Company made in any certificates pursuant to the provisions hereof, to the performance by the Company of its obligations hereunder and to the following additional conditions:

(a) If the Registration Statement has not become effective prior to the Execution Time, unless the Representatives agree in writing to a later time, the Registration Statement will become effective not later than (i) 6:00 PM New York City time on the date of determination of the public offering price, if such determination occurred at or prior to 3:00 PM New York City time on such date or (ii) 9:30 AM on the Business Day following the day on which the public offering price was determined, if such determination occurred after 3:00 PM New York City time on such date; if filing of the Prospectus, or any supplement thereto, is required pursuant to Rule 424(b), the Prospectus, and any such supplement, will be filed in the manner and within the time period required by Rule 424(b); and no stop order suspending the effectiveness of the Registration

Statement shall have been issued and no proceedings for that purpose shall have been instituted or threatened.

(b) All the Reorganization Transactions, as contemplated by the Reorganization Agreements, shall have been consummated.

(c) Each of the Reorganization Agreements is in full force and effect, and there shall have been no material amendments, alterations, modifications or waivers of any provisions thereof since the date of this Agreement.

(d) The Company shall have delivered notice to the holders of the HMP Warrants, stating that such warrants shall be exchanged for Common Stock 30 days from the date of this Agreement and there shall have been no material amendments, alterations, modifications or waivers of any provisions of any agreement governing the terms of such exchange since the date of this Agreement.

(e) The Company shall have requested and caused Vinson & Elkins L.L.P., counsel for the Company, to have furnished to the Representatives its opinion, dated the Closing Date and addressed to the Representatives, to the effect that:

(i) the Company has been duly organized and the Company and each of the entities listed on Schedule III to this Agreement (the "Scheduled Subsidiaries") is validly existing as a corporation or limited liability company in good standing under the laws of the jurisdiction in which it is organized (to the extent such concept exists) and is qualified as a foreign corporation to transact business in each jurisdiction set forth on Schedule IV hereto, with full corporate power and authority to own or lease, as the case may be, and to operate its properties and conduct its business as described in the Prospectus;

(ii) all the outstanding membership interests, shares of capital stock or other ownership interests, as the case may be, of Huntsman Holdings and each Scheduled Subsidiary have been duly and validly authorized and issued and are fully paid and nonassessable, and, except as otherwise set forth in the Prospectus, all outstanding shares of capital stock of the Scheduled Subsidiaries will be owned of record upon the consummation of the Reorganization Transactions by the Company either directly or through wholly owned subsidiaries;

(iii) the Company's authorized equity capitalization is as set forth in the Prospectus; the capital stock of the Company conforms in all material respects to the description thereof contained in the Prospectus; the outstanding shares of Common Stock have been duly and validly authorized and, when issued upon consummation of the Reorganization Transactions, will be fully paid and nonassessable; the Securities being sold hereunder by the Company have been duly and validly authorized by the Company, and, when issued and delivered to and paid for by the Underwriters pursuant to this Agreement, will be fully paid and nonassessable; the dividends on the Securities have been duly and validly declared by the Company, subject to the Company's having sufficient lawful funds available for the payment of such dividends at the time of such payment; the shares of Common Stock issuable upon conversion of the Securities have been duly and validly authorized and reserved for issuance by the Company; the holders of shares of capital stock or other ownership interests, as the case may be, of the Company that will be outstanding upon consummation of the Reorganization Transactions will not be entitled to preemptive or other rights under the Company's charter, by-laws, Applicable Laws or any Applicable Contract to subscribe for the Securities;

(iv) the statements made in the Prospectus under the heading "United States Federal Tax Consequences," insofar as they purport to be summaries of United States federal income tax laws and regulations or legal conclusions with respect thereto relating to the purchase,

ownership and disposition of the Securities by non-U.S. holders (as defined therein), constitute accurate summaries thereof in all material respects;

(v) the Registration Statement has become effective under the Act; any required filing of the Prospectus, and any supplements thereto, pursuant to Rule 424(b) has been made in the manner and within the time period required by Rule 424(b); to the knowledge of such counsel, no stop order suspending the effectiveness of the Registration Statement has been issued, no proceedings for that purpose have been instituted or threatened and the Registration Statement and the Prospectus (other than the financial statements and other financial information contained therein, as to which such counsel need express no opinion) appear on their face to comply as to form in all material respects with the applicable requirements of the Act;

(vi) this Agreement has been duly authorized, executed and delivered by the Company;

(vii) each of the Reorganization Agreements to which the Company is a party has been duly authorized, executed and delivered by the Company and constitutes valid and binding obligations of the Company, enforceable against the Company in accordance with its terms, except as may be limited by (1) bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or similar laws affecting the enforcement of creditors' rights generally, and (2) general principles of equity and the discretion of the court before which any proceeding therefor may be brought (whether arising under a proceeding at law or in equity);

(viii) the Certificate of Designations creating the Securities has been duly filed with the Secretary of State of Delaware on or before the Effective Date;

(ix) The Pledge Agreement has been duly authorized, executed and delivered by the Company, and such agreement is a valid and binding agreement of the Company enforceable against the Company in accordance with its terms, except as such enforceability may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or similar laws of general applicability affecting the enforcement of creditor's rights, and (ii) the application of general principles of equity (regardless of which such enforceability is considered in a proceeding of equity or at law);

(x) the provisions of the Pledge Agreement are effective to create a valid security interest in each respective Collateral Account in favor of the Collateral Agent for the benefit of each holder of Securities to secure the Dividend Obligations(as defined in the Pledge Agreement) with respect to each Collateral Account described in the Pledge Agreement and valid security interests in all of the Company's right, title and interest in and to that portion of the Collateral (as defined in the Pledge Agreement) in which a security interest may be created under Article 9 of the New York version of the Uniform Commercial Code (the "UCC") and 31 C.F.R. Part 357. Under the UCC and the Federal Book-Entry Regulations, the provisions of the Pledge Agreement are effective to perfect the security interest of the holders of Securities in the Company's rights in the Collateral Accounts.;

(xi) the Company is not and, after giving effect to the offering and sale of the Securities and the application of the proceeds thereof as described in the Prospectus, will not be, an "investment company" as defined in the Investment Company Act of 1940, as amended;

(xii) no Governmental Approval (as defined below), which has not been obtained or taken and is not in full force and effect, is required to authorize, or is required in connection with, the execution, delivery or performance by the Company of this Agreement or any Reorganization Agreement, including the issuance and sale of the Securities to the Underwriters (for purposes of such opinion, (i) "Governmental Approval" means any consent, approval, license, authorization or validation of, or filing, qualification or registration with, any

Governmental Authority required to be made or obtained by the Company pursuant to Applicable Laws (as defined below), other than any consent, approval, license, authorization, validation, filing, qualification or registration (A) required under federal, state or foreign securities laws, (B) required under the rules and regulations of the NASD or (C) that may have become applicable as a result of the involvement of any party other than the Company in the transactions contemplated by this Agreement or because of such parties' legal or regulatory status or because of any other facts specifically pertaining to such parties, and (ii) "Governmental Authorities" means any court, regulatory body, administrative agency or governmental body of the State of New York or the United States of America having jurisdiction over the Company under Applicable Laws);

(xiii) the execution, delivery and performance by the Company of this Agreement, and each of the Reorganization Agreements, including the issuance and sale of the Securities and the compliance by the Company with all of the provisions of the Pledge Agreement and the consummation of any other of the transactions, including the Reorganization Transactions herein contemplated and the fulfillment of the terms hereof will not (i) conflict with the certificate of incorporation or bylaws of the Company, (ii) assuming application of the proceeds of the sale of the Securities in the manner set forth in the Prospectus, constitute a violation of, or a breach or default under, the terms of any Applicable Contract, or (iii) violate or conflict with, or result in any contravention of, any Applicable Law (provided that such counsel need not express any opinion as to whether the execution, delivery or performance by the Company of this Agreement or any Reorganization Agreement will constitute a violation of, or a default under, any covenant, restriction or provision with respect to financial ratios or tests or any aspect of the financial condition or results of operations of the Company or any of its subsidiaries; for purposes of such opinion, (i) "Applicable Contracts" shall include the Reorganization Agreements and all agreements, contracts and instruments included as exhibits to the Registration Statement and (ii) "Applicable Laws" means the Delaware General Corporation Law (the "DGCL") and those laws, rules and regulations of the State of New York and the federal laws, rules and regulations of the United States of America, in each case that, in the experience of such counsel, are normally applicable to transactions of the type contemplated by this Agreement or any Reorganization Agreement (other than the United States federal securities laws, state securities or blue sky laws, anti-fraud laws and the rules and regulations of the NASD), but without such counsel having made any special investigation as to the applicability of any specific law, rule or regulation).

In addition, such counsel shall state that it has participated in conferences with officers and other representatives of the Company, representatives of the independent public accountants of the Company and the representatives of and counsel for the Underwriters, at which the contents of the Registration Statement and the Prospectus and related matters were discussed and that, although such counsel has not independently verified, is not passing on, does not assume responsibility for or express any opinion regarding (except as set forth in paragraphs (iv) above) the accuracy, completeness or fairness of the statements contained in the Registration Statement or the Prospectus, based on the participation described above in the course of acting as counsel to the Company, no facts have come to the attention of such counsel that have caused such counsel to believe that the Registration Statement (other than (i) the financial statements included therein, including the notes and schedules thereto and the auditors' reports thereon, and (ii) the other financial and accounting data included therein, as to which such counsel need not comment), as of its effective date contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or that the Prospectus (other than (i) the financial statements included therein, including the notes and schedules thereto and the auditors' reports thereon, and (ii) the other financial and accounting data included therein, as to which such counsel need not

comment), as of its issue date and the Closing Date contained or contains an untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

In rendering such opinion, such counsel may rely (A) as to matters involving the application of laws of any jurisdiction other than the State of Delaware, the State of New York or the Federal laws of the United States, to the extent they deem proper and specified in such opinion, upon the opinion of other counsel of good standing whom they believe to be reliable and who are satisfactory to counsel for the Underwriters and (B) as to matters of fact, to the extent they deem proper, on certificates of responsible officers of the Company and public officials. References to the Prospectus in this paragraph (b) shall also include any supplements thereto at the Closing Date.

(f) The Company shall have requested and caused Samuel D. Scruggs, Esq., Executive Vice President, General Counsel and secretary of the Company, to have furnished to the Representatives his letter dated the Closing Date and addressed to the Representatives, to the effect that:

(i) such counsel has no reason to believe that on the Effective Date or the date the Registration Statement was last deemed amended the Registration Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein not misleading or that the Prospectus as of its date and on the Closing Date included or includes any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (in each case, other than the financial statements and other financial information contained therein, as to which such counsel need express no opinion);

(ii) to the knowledge of such counsel, there is no pending or threatened action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company, Huntsman Holdings or any subsidiary or its or their property of a character required to be disclosed in the Registration Statement which is not adequately disclosed in the Prospectus, and there is no franchise, contract or other document of a character required to be described in the Registration Statement or Prospectus, or to be filed as an exhibit thereto, which is not described or filed as required; and the statements in the Prospectus under the headings "Business—Environmental Regulations," and "Business—Legal Proceedings" insofar as such statements summarize legal matters, agreements, documents or proceedings discussed therein, are accurate and fair summaries of such legal matters, agreements, documents or proceedings;

(g) The Representatives shall have received from Skadden, Arps, Slate, Meagher & Flom LLP, counsel for the Underwriters, such opinion or opinions, dated the Closing Date and addressed to the Representatives, with respect to the issuance and sale of the Securities, the Registration Statement, the Prospectus (together with any supplement thereto) and other related matters as the Representatives may reasonably require, and the Company shall have furnished to such counsel such documents as they reasonably request for the purpose of enabling them to pass upon such matters.

(h) Nixon Peabody LLP, counsel for the Collateral Agent, shall have furnished to the Representatives such opinion or opinions, dated the Closing Date, in form and substance satisfactory to the Representatives, to the effect at:

(i) the Collateral Agent is a banking corporation duly incorporated as a national banking association with all necessary power and authority to execute, deliver and perform its obligations under the Pledge Agreement;

(ii) the execution, delivery and performance by the Collateral Agent of the Pledge Agreement has been duly authorized by all necessary corporate action on the part of the Collateral Agent; the Pledge Agreement has been duly executed and delivered by the Collateral Agent and constitutes a valid and legally binding obligation of the Collateral Agent, enforceable against the Collateral Agent in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium or other laws affecting creditors' rights generally from time to time in effect and to general principles of equity (whether considered in a proceeding in equity or at law);

(iii) the execution, delivery and performance by the Collateral Agents of the Pledge Agreement does not violate or constitute a breach of the articles of incorporation or by-laws of the Collateral Agent; and

(iv) no consent of any federal or state banking authority is required for the execution, delivery or performance by the Collateral Agent of their respective obligations under the Pledge Agreement.

(i) The Company shall have furnished to the Representatives a certificate of the Company, signed by the Chairman of the Board or the President and the principal financial or accounting officer of the Company, dated the Closing Date, to the effect that the signers of such certificate have carefully examined the Registration Statement, the Prospectus, any supplements to the Prospectus and this Agreement and that:

(i) the representations and warranties of the Company in this Agreement are true and correct on and as of the Closing Date with the same effect as if made on the Closing Date and the Company has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Date;

(ii) no stop order suspending the effectiveness of the Registration Statement has been issued and no proceedings for that purpose have been instituted or, to the Company's knowledge, threatened; and

(iii) since the date of the most recent financial statements included in the Prospectus (exclusive of any supplement thereto), there has been no material adverse effect on the condition (financial or otherwise), prospects, earnings, business or properties of the Company, Huntsman Holdings and each subsidiary, taken as a whole, whether or not arising from transactions in the ordinary course of business, except as set forth in the Prospectus (exclusive of any supplement thereto).

(j) The Company shall have requested and caused Deloitte & Touche LLP to have furnished to the Representatives, at the Execution Time and at the Closing Date, letters, dated respectively as of the Execution Time and as of the Closing Date, in form and substance satisfactory to the Representatives to the effect set forth in Annex B.

(k) J. Kimo Esplin, executive vice president and chief financial officer of the Company and L. Russell Healy, vice president and controller of the Company shall have furnished to the Representatives, certificates (the "CFO/Controller Certificates"), dated respectively as of the Execution Time and as of the Closing Date, in form and substance satisfactory to the Representatives to the effect set forth in Annex C.

(l) Subsequent to the Execution Time or, if earlier, the dates as of which information is given in the Registration Statement (exclusive of any amendment thereof) and the Prospectus (exclusive of any supplement thereto), there shall not have been (i) any change or decrease specified in the letter or letters referred to in paragraph (j) of this Section 6 or (ii) any change, or any development involving a prospective change, in or affecting the condition (financial or

otherwise), earnings, business or properties of the Company, Huntsman Holdings and any subsidiary taken as a whole, whether or not arising from transactions in the ordinary course of business, except as set forth in the Prospectus (exclusive of any supplement thereto) the effect of which, in any case referred to in clause (i) or (ii) above, is, in the sole judgment of the Representatives, so material and adverse as to make it impractical or inadvisable to proceed with the offering or delivery of the Securities as contemplated by the Registration Statement (exclusive of any amendment thereof) and the Prospectus (exclusive of any supplement thereto).

(m) Prior to the Closing Date, the Company shall have furnished to the Representatives such further information, certificates and documents as the Representatives may reasonably request.

(n) Subsequent to the Execution Time, there shall not have been any decrease in the rating of any of the Company's debt securities by any "nationally recognized statistical rating organization" (as defined for purposes of Rule 436(g) under the Act) or any notice given of any intended or potential decrease in any such rating or of a possible change in any such rating that does not indicate the direction of the possible change.

(o) The Securities shall have been listed and admitted and authorized for trading on the New York Stock Exchange, and satisfactory evidence of such actions shall have been provided to the Representatives.

If any of the conditions specified in this Section 6 shall not have been fulfilled when and as provided in this Agreement, or if any of the opinions and certificates mentioned above or elsewhere in this Agreement shall not be reasonably satisfactory in form and substance to the Representatives and counsel for the Underwriters, this Agreement and all obligations of the Underwriters hereunder may be canceled at, or at any time prior to, the Closing Date by the Representatives. Notice of such cancellation shall be given to the Company in writing or by telephone or facsimile confirmed in writing.

The documents required to be delivered by this Section 6 shall be delivered at the office of Skadden, Arps, Slate, Meagher & Flom LLP, counsel for the Underwriters, at Four Times Square, New York, New York, 10036, on the Closing Date.

7. *Reimbursement of Underwriters' Expenses.* If the sale of the Securities provided for herein is not consummated because any condition to the obligations of the Underwriters set forth in Section 6 hereof is not satisfied, because of any termination pursuant to Section 10 hereof or because of any refusal, inability or failure on the part of the Company to perform any agreement herein or comply with any provision hereof other than by reason of a default by any of the Underwriters, the Company will reimburse the Underwriters severally through Citigroup Global Markets Inc. on demand for all out-of-pocket expenses (including reasonable fees and disbursements of counsel) that shall have been incurred by them in connection with the proposed purchase and sale of the Securities.

8. *Indemnification and Contribution.* (a) The Company agrees to indemnify and hold harmless each Underwriter, the directors, officers, employees and agents of each Underwriter and each person who controls any Underwriter within the meaning of either the Act or the Exchange Act against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Act, the Exchange Act or other Federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the registration statement for the registration of the Securities as originally filed or in any amendment thereof, or in any Preliminary Prospectus or the Prospectus, or in any amendment thereof or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and agrees to reimburse each such indemnified party, as incurred, for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss,

claim, damage, liability or action; *provided*, *however*, that the Company will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made therein in reliance upon and in conformity with written information furnished to the Company by or on behalf of any Underwriter through the Representatives specifically for inclusion therein; and *provided further*, that with respect to any untrue statement or omission of material fact made in any preliminary prospectus, the indemnity agreement contained in this Section 8(a) shall not inure to the benefit of any Underwriter from whom the person asserting any such loss, claim, damage or liability purchased the securities concerned, to the extent that any such loss, claim, damage or liability of such Underwriter occurs under the circumstance where it shall have been determined by a court of competent jurisdiction by final and nonappealable judgment that (v) the Company had previously furnished copies of the Prospectus to the Representatives, (w) delivery of the Prospectus was required by the Act to be made to such person, (x) the untrue statement or omission of a material fact contained in the preliminary prospectus was corrected in the Prospectus, (y) there was not sent or given to such person, at or prior to the written confirmation of the sale of such securities to such person, a copy of the Prospectus and (z) such failure to send or give to such person, at or prior to the written confirmation of the sale of such securities to such person, a copy of the Prospectus caused such person any loss, claim, damage or liability. This indemnity agreement will be in addition to any liability which the Company may otherwise have.

(b) Each Underwriter severally and not jointly agrees to indemnify and hold harmless the Company, each of its directors, each of its officers who signs the Registration Statement, and each person who controls the Company within the meaning of either the Act or the Exchange Act to the same extent as the foregoing indemnity from the Company to each Underwriter, but only with reference to written information relating to such Underwriter furnished to the Company by or on behalf of such Underwriter through the Representatives specifically for inclusion in the documents referred to in the foregoing indemnity. This indemnity agreement will be in addition to any liability which any Underwriter may otherwise have. The Company acknowledges that the statements set forth in the last paragraph of the cover page regarding delivery of the Securities and, under the heading "Underwriting", (i) the list of underwriters and their respective participation in the sale of the Securities, (ii) the third paragraph, (iii) the sixth paragraph, (iv) the ninth paragraph and (v) the tenth paragraph in any Preliminary Prospectus and the Prospectus constitute the only information furnished in writing by or on behalf of the several Underwriters for inclusion in any Preliminary Prospectus or the Prospectus.

(c) Promptly after receipt by an indemnified party under this Section 8 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 8, notify the indemnifying party in writing of the commencement thereof; but the failure so to notify the indemnifying party (i) will not relieve it from liability under paragraph (a) or (b) above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided in paragraph (a) or (b) above. The indemnifying party shall be entitled to appoint counsel of the indemnifying party's choice at the indemnifying party's expense to represent the indemnified party in any action for which indemnification is sought (in which case the indemnifying party shall not thereafter be responsible for the fees and expenses of any separate counsel retained by the indemnified party or parties except as set forth below); *provided*, *however*, that such counsel shall be reasonably satisfactory to the indemnified party. Notwithstanding the indemnifying party's election to appoint counsel to represent the indemnified party in an action, the indemnified party shall have the right to employ separate counsel (including local counsel), and the indemnifying party shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of

counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest, (ii) the actual or potential defendants in, or targets of, any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party, (iii) the indemnifying party shall not have employed counsel reasonably satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action or (iv) the indemnifying party shall authorize the indemnified party to employ separate counsel at the expense of the indemnifying party. An indemnifying party will not, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding.

(d) In the event that the indemnity provided in paragraph (a) or (b) of this Section 8 is unavailable to or insufficient to hold harmless an indemnified party for any reason, the Company and the Underwriters severally agree to contribute to the aggregate losses, claims, damages and liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending same) (collectively "Losses") to which the Company and one or more of the Underwriters may be subject in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and by the Underwriters on the other from the offering of the Securities; *provided*, *however*, that in no case shall any Underwriter (except as may be provided in any agreement among underwriters relating to the offering of the Securities) be responsible for any amount in excess of the underwriting discount or commission applicable to the Securities purchased by such Underwriter hereunder. If the allocation provided by the immediately preceding sentence is unavailable for any reason, the Company and the Underwriters severally shall contribute in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company on the one hand and of the Underwriters on the other in connection with the statements or omissions which resulted in such Losses as well as any other relevant equitable considerations. Benefits received by the Company shall be deemed to be equal to the total net proceeds from the offering (before deducting expenses) received by it, and benefits received by the Underwriters shall be deemed to be equal to the total underwriting discounts and commissions, in each case as set forth on the cover page of the Prospectus. Relative fault shall be determined by reference to, among other things, whether any untrue or any alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information provided by the Company on the one hand or the Underwriters on the other, the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The Company and the Underwriters agree that it would not be just and equitable if contribution were determined by pro rata allocation or any other method of allocation which does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this paragraph (d), no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this Section 8, each person who controls an Underwriter within the meaning of either the Act or the Exchange Act and each director, officer, employee and agent of an Underwriter shall have the same rights to contribution as such Underwriter, and each person who controls the Company within the meaning of either the Act or the Exchange Act, each officer of the Company who shall have signed the Registration Statement and each director of the Company shall have the same

rights to contribution as the Company, subject in each case to the applicable terms and conditions of this paragraph (e).

9. *Default by an Underwriter.* If any one or more Underwriters shall fail to purchase and pay for any of the Securities agreed to be purchased by such Underwriter or Underwriters hereunder and such failure to purchase shall constitute a default in the performance of its or their obligations under this Agreement, the remaining Underwriters shall be obligated severally to take up and pay for (in the respective proportions which the amount of Securities set forth opposite their names in Schedule I hereto bears to the aggregate amount of Securities set forth opposite the names of all the remaining Underwriters) the Securities which the defaulting Underwriter or Underwriters agreed but failed to purchase; *provided*, *however*, that in the event that the aggregate amount of Securities which the defaulting Underwriter or Underwriters agreed but failed to purchase shall exceed 10% of the aggregate amount of Securities set forth in Schedule I hereto, the remaining Underwriters shall have the right to purchase all, but shall not be under any obligation to purchase any, of the Securities, and if such nondefaulting Underwriters do not purchase all the Securities, this Agreement will terminate without liability to any nondefaulting Underwriter or the Company. In the event of a default by any Underwriter as set forth in this Section 9, the Closing Date shall be postponed for such period, not exceeding five Business Days, as the Representatives shall determine in order that the required changes in the Registration Statement and the Prospectus or in any other documents or arrangements may be effected. Nothing contained in this Agreement shall relieve any defaulting Underwriter of its liability, if any, to the Company and any nondefaulting Underwriter for damages occasioned by its default hereunder.

10. *Termination.* This Agreement shall be subject to termination in the absolute discretion of the Representatives, by notice given to the Company prior to delivery of and payment for the Securities, if at any time prior to such time (i) trading in the Company's Common Stock shall have been suspended by the Commission or the New York Stock Exchange or trading in securities generally on the New York Stock Exchange shall have been suspended or limited or minimum prices shall have been established on such exchange, (ii) a banking moratorium shall have been declared either by Federal or New York State authorities or (iii) there shall have occurred any outbreak or escalation of hostilities, declaration by the United States of a national emergency or war, or other calamity or crisis the effect of which on financial markets is such as to make it, in the sole judgment of the Representatives, impractical or inadvisable to proceed with the offering or delivery of the Securities as contemplated by the Prospectus (exclusive of any supplement thereto).

11. *Representations and Indemnities to Survive.* The respective agreements, representations, warranties, indemnities and other statements of the Company or its officers and of the Underwriters set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation made by or on behalf of any Underwriter or the Company or any of the officers, directors, employees, agents or controlling persons referred to in Section 8 hereof, and will survive delivery of and payment for the Securities. The provisions of Sections 7 and 8 hereof shall survive the termination or cancellation of this Agreement.

12. *Notices.* All communications hereunder will be in writing and effective only on receipt, and, if sent to the Representatives, will be mailed, delivered or telefaxed to Citigroup Global Markets, Inc.; or, if sent to the Company, will be mailed, delivered or telefaxed to (801) 584-5788 and confirmed to it at 500 Huntsman Way, Salt Lake City, Utah 84108, attention of the Legal Department.

13. *Successors.* This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers, directors, employees, agents and controlling persons referred to in Section 8 hereof, and no other person will have any right or obligation hereunder.

14. *Applicable Law.* This Agreement will be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed within the State of New York.

15. *Counterparts.* This Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement.

16. *Headings.* The section headings used herein are for convenience only and shall not affect the construction hereof.

17. *Definitions.* The terms which follow, when used in this Agreement, shall have the meanings indicated.

"Act" shall mean the Securities Act of 1933, as amended, and the rules and regulations of the Commission promulgated thereunder.

"Business Day" shall mean any day other than a Saturday, a Sunday or a legal holiday or a day on which banking institutions or trust companies are authorized or obligated by law to close in New York City.

"Commission" shall mean the Securities and Exchange Commission.

"Effective Date" shall mean each date and time that the Registration Statement, any post-effective amendment or amendments thereto and any Rule 462(b) Registration Statement became or become effective.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder.

"Execution Time" shall mean the date and time that this Agreement is executed and delivered by the parties hereto.

"Preliminary Prospectus" shall mean any preliminary prospectus referred to in paragraph 1(i)(a) above and any preliminary prospectus included in the Registration Statement at the Effective Date that omits Rule 430A Information.

"Prospectus" shall mean the prospectus relating to the Securities that is first filed pursuant to Rule 424(b) after the Execution Time or, if no filing pursuant to Rule 424(b) is required, shall mean the form of final prospectus relating to the Securities included in the Registration Statement at the Effective Date.

"Registration Statement" shall mean the registration statement referred to in paragraph 1(i)(a) above, including exhibits and financial statements, as amended at the Execution Time (or, if not effective at the Execution Time, in the form in which it shall become effective) and, in the event any post-effective amendment thereto or any Rule 462(b) Registration Statement becomes effective prior to the Closing Date, shall also mean such registration statement as so amended or such Rule 462(b) Registration Statement, as the case may be. Such term shall include any Rule 430A Information deemed to be included therein at the Effective Date as provided by Rule 430A.

"Rule 424", "Rule 430A" and "Rule 462" refer to such rules under the Act.

"Rule 430A Information" shall mean information with respect to the Securities and the offering thereof permitted to be omitted from the Registration Statement when it becomes effective pursuant to Rule 430A.

"Rule 462(b) Registration Statement" shall mean a registration statement and any amendments thereto filed pursuant to Rule 462(b) relating to the offering covered by the registration statement referred to in Section 1(a) hereof.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to us the enclosed duplicate hereof, whereupon this letter and your acceptance shall represent a binding agreement among the Company and the several Underwriters.

Very truly yours,

Huntsman Corporation

By: /s/ SAMUEL D. SCRUGGS

Name: Samuel D. Scruggs
Title: Executive Vice President, General Counsel & Secretary

The foregoing Agreement is hereby confirmed and accepted as of the date first above written.

Citigroup Global Markets Inc.

By: /s/ ROBERT S. JEFFRIES

Name:
Title:

Credit Suisse First Boston LLC

By: /s/ FARLEY BOLWELL

Name: Farley Bolwell
Title: Managing Director

Deutsche Bank Securities Inc.

By: /s/ TOM COLE

Name: Tom Cole
Title: Managing Director

By: /s/ JOHN G. ANOS

Name: John G. Anos
Title: Managing Director

Merrill Lynch, Pierce, Fenner & Smith Incorporated

By: /s/ PURNA R. SAGGURTI

Name: Purna R. Saggurti
Title: Managing Director

For themselves and the other several Underwriters named in Schedule I to the foregoing Agreement.

SCHEDULE I

Underwriters	Number of Underwritten Securities to be Purchased
Citigroup Global Markets Inc.	1,150,000
Credit Suisse First Boston LLC	1,000,000
Deutsche Bank Securities Inc.	700,000
Merrill Lynch, Pierce, Fenner & Smith Incorporated	1,150,000
J.P. Morgan Securities Inc.	250,000
Lehman Brothers Inc.	250,000
UBS Securities LLC	250,000
CIBC World Markets Corp.	125,000
Jeffries & Company, Inc.	50,000
Natexis Bleichroeder, Inc.	25,000
WR Hambrecht & Co, LLC	25,000
Scotia Capital (USA) Inc.	25,000
Total	**5,000,000**

SCHEDULE II

Reorganization Agreements

Merger Agreement between Huntsman Corporation, Huntsman Holdings Preferred Member LLC and Huntsman Holdings Preferred Member Merger Sub LLC, dated as of February 10, 2005

Merger Agreement between Huntsman Corporation, Huntsman Holdings LLC and Huntsman Merger Sub LLC, dated as of February 10, 2005

HMP Equity Trust Amended and Restated Trust Agreement, dated as of February 10, 2005, by and among Jon M. Huntsman, Peter R. Huntsman, David Matlin, Christopher Pechock, Deutsche Bank Trust Company Delaware, Huntsman Family Holdings Company LLC, MatlinPatterson Global Opportunities Partners, L.P., MatlinPatterson Global Opportunities Partners B, L.P. and MatlinPatterson Global Opportunities Partners (Bermuda), L.P.

Agreement to Exchange LLC Interests by and among Huntsman Holdings, LLC, Huntsman Corporation and Consolidated Press (Finance) Limited, dated as of February 10, 2005.

Strategic Opportunities Agreement, by and among Huntsman Family Holdings Company LLC, MatlinPatterson Global Opportunities Partners L.P., MatlinPatterson Global Opportunities Partners B, L.P., MatlinPatterson Global Opportunities Partners (Bermuda), L.P. and Huntsman Corporation, dated as of February 10, 2005.

SCHEDULE III

Scheduled Subsidiaries

Alta One Inc.
HMP Equity Holdings Corporation
Huntsman Advanced Materials Investment LLC
Huntsman Advanced Materials Holdings LLC
Huntsman Advanced Materials LLC
Huntsman Group Inc.
Huntsman Holdings, LLC
Huntsman Holdings Preferred Member, LLC
Huntsman International Holdings LLC
Huntsman International LLC
Huntsman LLC
Huntsman Specialty Chemicals Holdings Corp.
Huntsman Specialty Chemicals Corp.

SCHEDULE IV

Foreign Qualifications

Entity	Jurisdiction(s) of Foreign Qualification
Huntsman Corporation	
Huntsman Holdings, LLC	
Alta One Inc.	
HMP Equity Holdings Corporation	
Huntsman Advance Materials Holdings LLC	
Huntsman Advanced Materials LLC	
Huntsman Group Inc.	
Huntsman Holdings Preferred Member, LLC	
Huntsman International Holdings LLC	CA, MI, LA, VA, NJ
Huntsman International LLC	AL, CA, IL, LA, MI, NH, NJ, OR, TX, VA
Huntsman LLC	AL, AZ, FL, GA, ID, IL, IN, KY, MI, MD, MA, MN, MI, NC, NJ, ND, OH, PA, SD, TN, TX, VA, WA, WV
Huntsman Specialty Chemicals Holdings Corp.	
Huntsman Specialty Chemicals Corp.	

ANNEX A

Form of Certificate of Designations

Form of Letter from Deloitte & Touche LLC

ANNEX C

Form of CFO/Controller Certificate

CHIEF FINANCIAL OFFICER/CONTROLLER CERTIFICATE
OF
HUNTSMAN CORPORATION

The undersigned, J. Kimo Esplin, executive vice president and chief financial officer of Huntsman Corporation, a Delaware corporation (the "Company") and L. Russell Healy, vice president and controller of the Company, do hereby certify that:

(i) The Company has prepared each of the numbers (the "Financial Numbers") that are circled and ticked with the symbol X in the pages of the Prospectuses attached in Appendix I hereto and, as of the date hereof, each of the Financial Numbers matches or is accurately derived from the appropriate internal accounting and/or financial records of the Huntsman Holdings and its subsidiaries.

(ii) Each of the numbers and statements that are circled and ticked with the symbol Y in the pages of the Prospectuses attached in Appendix I hereto is accurately derived from, and is consistent with, appropriate internal records or management estimates of the Company, Huntsman Holdings and its subsidiaries or is based on publicly available information or other third-party information the Company believes to be reliable.

(iii) The Company has prepared the number that is circled and ticked with the symbol Z in the pages of the Prospectus attached in Appendix I hereto, and such number has been derived from amounts appearing in the schedule attached as Appendix II hereto (the "Foreign Exchange Expenses"). The Company has prepared the Foreign Exchange Expenses and the numbers comprising the Foreign Exchange Expenses match or are accurately derived from the appropriate internal accounting and/or financial records of Huntsman Holdings and its subsidiaries.

(iv) The Company has prepared the Q-4 Preliminary Summary Financial Data, attached as Appendix III to the CFO/Controller Certificate and, as of hereof, each of the numbers included in the Q-4 Preliminary Summary Financial Data matches or is accurately derived from the appropriate internal accounting and/or financial records of Huntsman Holdings and its subsidiaries, which are subject to normal year end and audit adjustments. The Q-4 Preliminary Summary Financial Data presents fairly in all material respects the Company's consolidated summary financial data so presented in conformity with GAAP applied on a consistent basis throughout the periods involved and with the audited financial statements included in the Prospectuses, subject to normal year end and audit adjustments.

(v) The Company has prepared Q-4 Estimates, attached as Appendix IV to the CFO/Controller Certificate. The Q-4 Estimates are based on reasonable assumptions (in the making of which we considered seasonality and other factors that affected Huntsman Holdings' results for the three month periods ending December 31, 2002 and 2003), as well as reasonable assumptions with respect to year end and audit adjustments expected to be recorded in connection with the preparation of the Company's audited financial statements for the year ended December 31, 2004.

[***Signature Page Follows***]

IN WITNESS WHEREOF, I have hereunto signed my name this day of February, 2005.

By:

Name: J. Kimo Esplin
Title: Executive Vice President and Chief Financial Officer

By:

Name: L. Russell Healy
Title: Vice President and Controller

Circle-up of S-1 Numbers

Q-4 Preliminary Summary Financial Data

QuickLinks

Exhibit 2.01

Execution Copy

AGREEMENT AND PLAN OF MERGER OF
HUNTSMAN HOLDINGS MERGER SUB LLC
WITH AND INTO
HUNTSMAN HOLDINGS, LLC

This Agreement and Plan of Merger (this "***Agreement***") is entered into on February 10, 2005, by and among Huntsman Corporation, a Delaware corporation ("***HC***"), Huntsman Holdings Merger Sub LLC, a Delaware limited liability company and wholly owned subsidiary of HC ("***Merger Sub***"), and Huntsman Holdings, LLC, a Delaware limited liability company ("***HH***" and collectively with Merger Sub, the "***Merging Entities***").

WHEREAS, Merger Sub, upon the terms and subject to the conditions of this Agreement and in accordance with the Delaware Limited Liability Company Act (the "***Act***"), will merge with and into HH (the "***Merger***");

WHEREAS, the board of directors of HC, on behalf of HC; HC as the sole member of Merger Sub; the board of managers of HH, on behalf of HH; and all of the members of HH have approved and adopted the Merger and this Agreement and the transactions contemplated hereby;

WHEREAS, for federal income tax purposes, it is intended that the Merger be treated as a contribution of the limited liability company interests in HH to HC in exchange for HC Common Stock (as defined below) in a transaction described in Section 351 of the United States Internal Revenue Code of 1986, as amended (the "***Code***"); and

WHEREAS, the Merger is part of an integrated plan for the capitalization of HC pursuant to Section 351 of the Code that also includes (i) the exchange of limited liability company interests in Huntsman Holdings Preferred Member, LLC, a Delaware limited liability company ("***HH Preferred Member***"), for common stock of HC, (ii) the issuance of common stock of HC in an initial public offering by HC and (iii) the exchange of warrants to purchase shares of common stock of HMP Equity Holdings Corporation, a Delaware corporation, for shares of common stock of HC.

NOW, THEREFORE, in consideration of the foregoing and the agreements set forth herein the parties hereto agree as follows:

1. *The Merger.* Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the applicable provisions of this Agreement and the Act, at the Effective Time (as defined below) Merger Sub shall be merged with and into HH, whereupon the separate existence of Merger Sub shall cease and HH shall continue as the surviving entity (the "***Surviving Entity***").

2. *Effective Time of the Merger.* As promptly as practicable on or after the date hereof, HH shall execute, in the manner required by the Act, and deliver to the Secretary of State of the State of Delaware a duly executed certificate of merger substantially in the form of *Exhibit A* hereto (the "***Certificate of Merger***"), and the Merging Entities shall take such other and further actions as may be required by law to make the Merger effective. The time the Merger becomes effective in accordance with Act shall be the time specified in the Certificate of Merger, which is referred to as the "***Effective Time***."

3. *Effect of the Merger.* At the Effective Time, the Merger shall have the effects set forth in Section 18-209(g) of the Act. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the properties, rights, privileges and powers of HH and Merger Sub shall vest in the Surviving Entity, and all debts due of HH and Merger Sub shall vest in the Surviving Entity.

4. *Limited Liability Company Agreement and Certificate of Formation.* The Limited Liability Company Agreement of HH dated as of September 30, 2002, as amended to the Effective Time (the "***Limited Liability Company Agreement***") and Certificate of Formation of HH, each as in effect

immediately prior to the Effective Time, shall continue to be the limited liability company agreement and certificate of formation, respectively, of the Surviving Entity until thereafter amended in accordance their terms and applicable law.

5. *Conversion of Securities of HH.* At the Effective Time, by virtue of the Merger and without any action on the part of the holders thereof, (i) all of the limited liability company interests in HH (other than the Preferred Interest (as defined in the Limited Liability Company Agreement)) issued and outstanding immediately prior to the Effective Time shall be converted into shares of common stock, $0.01 par value per share, of HC (the "***HC Common Stock***"), and upon such conversion and the surrender of any certificates representing such limited liability company interests each member of HH (other than HH Preferred Member) shall receive the number of shares of HC Common Stock as is set forth opposite such member's name on *Exhibit B* hereto; provided, however, that the shares of HC Common Stock issuable to Huntsman Family Holdings Company LLC, MatlinPatterson Global Opportunity Partners L.P., MatlinPatterson Global Opportunity Partners, B L.P. and MatlinPatterson Global Opportunity Partners (Bermuda) L.P. upon such conversion shall be issued to HMP Equity Trust, a Delaware statutory trust, in such aggregate number as is set forth opposite such trust's name on *Exhibit B* hereto, pursuant to the authorizations or instructions previously given by such members of HH to the Merging Entities, and (ii) the Preferred Interest shall remain unchanged and shall continue to remain outstanding and held by HH Preferred Member.

6. *Conversion of Securities of Merger Sub.* At the Effective Time, by virtue of the Merger and without any action of the part of the holder thereof, all of the limited liability company interests in Merger Sub issued and outstanding immediately prior to the Effective Time shall be converted into one Class A Unit, one Class B Unit, one Series A Vantico Tracking Preferred Interest, one Series B Vantico Tracking Preferred Interest, one Series C Vantico Tracking Preferred Interest and one Series D Tracking Preferred Interest (each as defined in the Limited Liability Company Agreement) of the Surviving Entity such that HC shall hold all of the limited liability company interests in the Surviving Entity other than the Preferred Interest. In accordance with Section 18-301(b)(3) of the Act, notwithstanding anything to the contrary contained in the Limited Liability Company Agreement of HH or the Surviving Entity, at the Effective Time, HC shall automatically, without any further action of HC or any other person or entity, be admitted to the Surviving Entity as a member of the Surviving Entity holding the limited liability company interests in the Surviving Entity set forth in the immediately preceding sentence.

7. *Termination.* This Agreement may be terminated at any time prior to the Effective Time by the board of managers of HH.

8. *Amendment.* Any provision of this Agreement may, subject to applicable law, be amended or waived prior to the Effective Time if, and only if, such amendment or waiver is in writing and signed by the board of managers of HH.

9. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflict of laws.

10. *Further Assurances.* If at any time HH shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perfect or confirm of record in the Surviving Entity the title to any property or right of Merger Sub, or otherwise to carry out the provisions hereof, the proper representatives of Merger Sub as of the Effective Time shall execute and deliver any and all proper deeds, assignments, and assurances and do all things necessary or proper to vest, perfect or convey title to such property or right in the Surviving Entity, and otherwise to carry out the provisions hereof.

11. *Counterparts.* This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument.

12. *Severability.* Each provision of this Agreement is intended to be severable. If any term or provision of this Agreement is illegal or invalid for any reason, such illegality or invalidity will not affect the legality or invalidity of the remainder of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the parties to this Agreement has caused this Agreement to be executed as of the date first written above.

HUNTSMAN CORPORATION

By: /s/ SAMUEL D. SCRUGGS

Name: Samuel D. Scruggs
Title: Executive Vice President, General Counsel & Secretary

HUNTSMAN HOLDINGS MERGER SUB LLC

By: **HUNTSMAN CORPORATION,**
its sole member,

By: /s/ SAMUEL D. SCRUGGS

Name: Samuel D. Scruggs
Title: Executive Vice President, General Counsel & Secretary

HUNTSMAN HOLDINGS, LLC

By: /s/ SAMUEL D. SCRUGGS

Name: Samuel D. Scruggs
Title: Authorized Person

[Signature Page to HH/HC Merger Agreement]

EXHIBIT A

CERTIFICATE OF MERGER
OF
HUNTSMAN HOLDINGS MERGER SUB LLC
INTO
HUNTSMAN HOLDINGS, LLC

In accordance with the provisions of Section 18-209 of the Delaware Limited Liability Company Act (the "Act"), the undersigned limited liability company hereby certifies that:

1. The name and jurisdiction of formation or organization of each of the entities which are to merge are as follows:

Name	Type of Entity	Jurisdiction of Formation
Huntsman Holdings, LLC	Limited Liability Company	Delaware
Huntsman Holdings Merger Sub LLC	Limited Liability Company	Delaware

2. The Agreement and Plan of Merger (the "Plan of Merger") providing for the merger of Huntsman Holdings Merger Sub LLC with and into Huntsman Holdings, LLC has been approved and executed by each constituent entity to such merger in accordance with Section 18-209 of the Act.

3. The name of the surviving Delaware limited liability company is Huntsman Holdings, LLC.

4. The merger shall become effective at 7:15 a.m., Eastern time, on February 16, 2005.

5. An executed copy of the Plan of Merger is on file at the principal place of business of the surviving limited liability company, located at 500 Huntsman Way, Salt Lake City, UT 84108.

6. A copy of the Plan of Merger will be furnished by the surviving limited liability company, on request and without cost, to any member of or other person holding an interest in any constituent limited liability company in the merger.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Huntsman Holdings, LLC has caused this Certificate to be signed by an authorized person, the 15th day of February, 2005.

HUNTSMAN HOLDINGS, LLC

By: _____

Name: Sean Douglas
Title: Authorized Person

EXHIBIT B

Name of Member of Huntsman Holdings, LLC or Member's Designee	Number of Shares of Common Stock of Huntsman Corporation
HMP Equity Trust	119,971,961
Consolidated Press (Finance) Limited	2,121,828
Peter Huntsman	140,292
Kimo Esplin	70,145
Sam Scruggs	70,145
David Parkin	21,043
Russell Healy	14,029
John Heskett	7,014
Sean Douglas	7,014
Kevin Hardman	7,014
Total	122,430,485

QuickLinks

Exhibit 2.02

Execution Copy

AGREEMENT AND PLAN OF MERGER OF
HUNTSMAN HOLDINGS PREFERRED MEMBER MERGER SUB LLC
WITH AND INTO
HUNTSMAN HOLDINGS PREFERRED MEMBER, LLC

This Agreement and Plan of Merger (this "***Agreement***") is entered into on February 10, 2005, by and among Huntsman Corporation, a Delaware corporation ("***HC***"), Huntsman Holdings Preferred Member Merger Sub LLC, a Delaware limited liability company and wholly owned subsidiary of HC ("***Merger Sub***"), and Huntsman Holdings Preferred Member, LLC, a Delaware limited liability company ("***HH Preferred Member***" and collectively with Merger Sub, the "***Merging Entities***").

WHEREAS, Merger Sub, upon the terms and subject to the conditions of this Agreement and in accordance with the Delaware Limited Liability Company Act (the "***Act***"), will merge with and into HH Preferred Member (the "***Merger***");

WHEREAS, the board of directors of HC, on behalf of HC; HC as the sole member of Merger Sub; the board of managers of HH Preferred Member, on behalf of HH Preferred Member; and the requisite members of HH Preferred Member have approved and adopted the Merger and this Agreement and the transactions contemplated hereby;

WHEREAS, for federal income tax purposes, it is intended that the Merger be treated as a contribution of HH Preferred Member Units (as defined in that certain Operating Agreement for HH Preferred Member, as amended from time to time prior to the Effective Time (as defined below) (the "***Operating Agreement***")) to HC in exchange for HC Common Stock (as defined below) in a transaction described in Section 351 of the United States Internal Revenue Code of 1986, as amended (the "***Code***"); and

WHEREAS, the Merger is part of an integrated plan for the capitalization of HC pursuant to Section 351 of the Code that also includes (i) the exchange of certain limited liability company interests in Huntsman Holdings, LLC, a Delaware limited liability company, for shares of common stock of HC, (ii) the issuance of common stock in an initial public offering by HC and (iii) the exchange of warrants to purchase shares of common stock of HMP Equity Holdings Corporation, a Delaware corporation, for shares of common stock of HC.

NOW, THEREFORE, in consideration of the foregoing and the agreements set forth herein the parties hereto agree as follows:

1. *The Merger.* Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the applicable provisions of this Agreement and the Act, at the Effective Time (as defined below) Merger Sub shall be merged with and into HH Preferred Member, whereupon the separate existence of Merger Sub shall cease and HH Preferred Member shall continue as the surviving entity (the "***Surviving Entity***").

2. *Effective Time of the Merger.* As promptly as practicable on or after the date hereof, HH Preferred Member shall execute, in the manner required by the Act, and deliver to the Secretary of State of the State of Delaware a duly executed certificate of merger substantially in the form of *Exhibit A* hereto (the "***Certificate of Merger***"), and the Merging Entities shall take such other and further actions as may be required by law to make the Merger effective. The time the Merger becomes effective in accordance with Act shall be the time specified in the Certificate of Merger, which is referred to as the "***Effective Time***."

3. *Effect of the Merger.* At the Effective Time, the Merger shall have the effects set forth in Section 18-209(g) of the Act. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the properties, rights, privileges and powers of HH Preferred Member and

Merger Sub shall vest in the Surviving Entity, and all debts due of HH Preferred Member and Merger Sub shall vest in the Surviving Entity.

4. *Certificate of Formation and Operating Agreement.* The Certificate of Formation of HH Preferred Member, as in effect immediately prior to the Effective Time, shall continue to be the certificate of formation of the Surviving Entity until thereafter amended in accordance with its terms and applicable law. At the Effective Time, the introductory clause to Section 5.4(b) of the Operating Agreement of HH Preferred Member, as in effect immediately prior to the Effective Time, shall be amended to read in its entirety as follows:

> "(b) *Limitations on Power of Managers.* Notwithstanding any other provisions of this Agreement, the Board of Managers shall not have authority hereunder to cause the Company to engage in the following transactions without first obtaining the affirmative vote or written consent of any Qualified Member:"

and, except as so amended, the Operating Agreement of HH Preferred Member as in effect immediately prior to the Effective Time shall continue to be the operating agreement of the Surviving Entity until thereafter amended in accordance with its terms and applicable law.

5. *Conversion of Securities of HH Preferred Member.* At the Effective Time, by virtue of the Merger and without any action on the part of the holders thereof, all of the limited liability company interests in HH Preferred Member issued and outstanding immediately prior to the Effective Time shall be converted into shares of common stock, $0.01 par value per share, of HC (the "***HC Common Stock***"), and upon such conversion and the surrender of any certificates representing such limited liability company interests each member of HH Preferred Member shall receive the number of shares of HC Common Stock as is set forth opposite such member's name on *Exhibit B* hereto; provided, however, that the shares of HC Common Stock set forth opposite the names of MatlinPatterson Global Opportunity Partners L.P., MatlinPatterson Global Opportunity Partners B, L.P. and MatlinPatterson Global Opportunity Partners (Bermuda) L.P. on *Exhibit B* hereto shall be issued to HMP Equity Trust, a Delaware statutory trust, pursuant to the authorization or instructions previously given by such member to the Merging Entities.

6. *Conversion of Securities of Merger Sub.* At the Effective Time, by virtue of the Merger and without any action on the part of the holders thereof, all of the limited liability company interests in Merger Sub issued and outstanding immediately prior to the Effective Time shall be converted into one Unit (as defined in the Operating Agreement) of the Surviving Entity such that HC shall hold 100% of the limited liability company interests in the Surviving Entity. In accordance with Section 18-301(b)(3) of the Act, notwithstanding anything to the contrary contained in the Operating Agreement of HH Preferred Member or the Surviving Entity, at the Effective Time, HC shall automatically, without any further action of HC or any other person or entity, be admitted to the Surviving Entity as a member of the Surviving Entity holding the limited liability company interest in the Surviving Entity set forth in the immediately preceding sentence.

7. *Termination.* This Agreement may be terminated at any time prior to the Effective Time in writing by all of the parties hereto.

8. *Amendment.* Any provision of this Agreement may, subject to applicable law, be amended or waived prior to the Effective Time if, and only if, such amendment or waiver is in writing and signed by all the parties hereto.

9. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflict of laws.

10. *Further Assurances.* If at any time HH Preferred Member shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perfect or confirm of

record in the Surviving Entity the title to any property or right of Merger Sub, or otherwise to carry out the provisions hereof, the proper representatives of Merger Sub as of the Effective Time shall execute and deliver any and all proper deeds, assignments, and assurances and do all things necessary or proper to vest, perfect or convey title to such property or right in the Surviving Entity, and otherwise to carry out the provisions hereof.

11. *Counterparts.* This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument.

12. *Severability.* Each provision of this Agreement is intended to be severable. If any term or provision of this Agreement is illegal or invalid for any reason, such illegality or invalidity will not affect the legality or invalidity of the remainder of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the parties to this Agreement has caused this Agreement to be executed as of the date first written above.

HUNTSMAN CORPORATION

By: /s/ SAMUEL D. SCRUGGS

Name: Samuel D. Scruggs
Title: Executive Vice President,
General Counsel & Secretary

HUNTSMAN HOLDINGS PREFERRED MEMBER MERGER SUB LLC

By: **HUNTSMAN CORPORATION,**
its sole member

By: /s/ SAMUEL D. SCRUGGS

Name: Samuel D. Scruggs
Title: Executive Vice President,
General Counsel & Secretary

HUNTSMAN HOLDINGS PREFERRED MEMBER, LLC

By: /s/ DAVID J. MATLIN

Name: David J. Matlin
Title: Authorized Person

EXHIBIT A

CERTIFICATE OF MERGER
OF
HUNTSMAN HOLDINGS PREFERRED MEMBER MERGER SUB LLC
INTO
HUNTSMAN HOLDINGS PREFERRED MEMBER, LLC

In accordance with the provisions of Section 18-209 of the Delaware Limited Liability Company Act (the "Act"), the undersigned limited liability company hereby certifies that:

1. The name and jurisdiction of formation or organization of each of the entities which are to merge are as follows:

Name	Type of Entity	Jurisdiction of Formation
Huntsman Holdings Preferred Member, LLC	Limited Liability Company	Delaware
Huntsman Holdings Preferred Member Merger Sub LLC	Limited Liability Company	Delaware

2. The Agreement and Plan of Merger (the "Plan of Merger") providing for the merger of Huntsman Holdings Preferred Member Merger Sub LLC with and into Huntsman Holdings Preferred Member, LLC has been approved and executed by each constituent entity to such merger in accordance with Section 18-209 of the Act.

3. The name of the surviving Delaware limited liability company is Huntsman Holdings Preferred Member, LLC.

4. The merger shall become effective at 7:00 a.m., Eastern time, on February 16, 2005.

5. An executed copy of the Plan of Merger is on file at the principal place of business of the surviving limited liability company, located at 500 Huntsman Way, Salt Lake City, UT 84108.

6. A copy of the Plan of Merger will be furnished by the surviving limited liability company, on request and without cost, to any member of or other person holding an interest in any constituent limited liability company in the merger.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Huntsman Holdings Preferred Member, LLC has caused this Certificate to be signed by an authorized person, the day of February, 2005.

HUNTSMAN HOLDINGS PREFERRED MEMBER, LLC

By:

Name:
Title: Authorized Person

EXHIBIT B

Name of Member of Huntsman Holdings Preferred Member, LLC	Number of Shares of Common Stock of Huntsman Corporation
MatlinPatterson Global Opportunities Partners L.P.	17,295,175
MatlinPatterson Global Opportunity Partners B, L.P.	576,129
MatlinPatterson Global Opportunity Partners (Bermuda) L.P.	6,026,532
Consolidated Press (Finance) Limited	905,221
Huntsman Cancer Foundation	450,841
Peter Huntsman	72,416
Kimo Esplin	36,209
Sam Scruggs	36,209
David Parkin	10,863
Russell Healy	7,242
John Heskett	3,621
Sean Douglas	3,621
Kevin Hardman	3,621
Lou Adimare	64,540

QuickLinks

Exhibit 3.01

CERTIFICATE OF DESIGNATIONS, PREFERENCES AND RIGHTS OF 5% MANDATORY CONVERTIBLE PREFERRED STOCK of HUNTSMAN CORPORATION

Pursuant to Section 151 of the General Corporation Law of the State of Delaware

I, the undersigned, Peter R. Huntsman, President and Chief Executive Officer of Huntsman Corporation, a Delaware corporation (the "Corporation"), in accordance with the provisions of Sections 103 and 151 of the General Corporation Law of the State of Delaware thereof, do hereby make this Certificate of Designations and DO HEREBY CERTIFY:

That pursuant to the authority conferred upon the board of directors of this Corporation (the "Board") by the Amended and Restated Certificate of Incorporation of the Corporation (the "Certificate of Incorporation"), said board on February 10, 2005, adopted the following resolution providing for certain designations, preferences and rights of 5,750,000 shares of Mandatory Convertible Preferred Stock, par value $0.01 per share:

RESOLVED, that pursuant to the authority vested in the Board in accordance with the provisions of its Certificate of Incorporation, a series of Preferred Stock, par value $0.01 per share, of the Corporation be and it hereby is created, and that the designation and amount thereof and the voting powers, preferences and relative, participating, optional and other special rights of the shares of such series, and the qualifications, limitations or restrictions thereof, in addition to those set forth in Article IV of the Certificate of Incorporation, are as follows:

(1) *Designation and Amount.* The shares of such series shall be designated as "5% Mandatory Convertible Preferred Stock" (the "Mandatory Convertible Preferred Stock") and the authorized number of shares constituting such series shall be 5,750,000, with a par value of $0.01 per share.

(2) *Ranking.* The Mandatory Convertible Preferred Stock shall rank, as to payment of dividends and distribution of assets upon dissolution, liquidation or winding up of the Corporation, (a) senior to the Common Stock or any other class or series of capital stock issued by the Corporation which by its terms ranks junior to the Mandatory Convertible Preferred Stock (collectively, the "Junior Securities"), (b) junior to any class or series of capital stock issued by the Corporation which by its terms ranks senior to the Mandatory Convertible Preferred Stock (the "Senior Securities"), and (c) on a parity with any other class or series of capital stock issued by the Corporation (the "Parity Securities"), in each case, whether now outstanding or to be issued in the future.

(3) *Dividends.* (a) Dividends on the Mandatory Convertible Preferred Stock will be payable quarterly on each Dividend Payment Date, at the annual rate of $2.50 per share, subject to adjustment as provided for in Section 19(c). All of the Corporation's obligations to pay dividends on the Mandatory Convertible Preferred Stock will be subject to the Corporation having sufficient Surplus for such payment at the time of such payment. The initial dividend on the Mandatory Convertible Preferred Stock for the first Quarterly Dividend Period, commencing on the date of first issuance of the Mandatory Convertible Preferred Stock (assuming a date of first issuance of February 16, 2005), to but excluding May 16, 2005, will be $0.625 per share, and will be payable on May 16, 2005, or the following Business Day if such day is not a Business Day. Each subsequent quarterly dividend on the Mandatory Convertible Preferred Stock will be $0.625 per share, subject to the adjustment as provided for in Section 19(c). Dividends payable on a Dividend Payment Date will be payable to Record Holders for the applicable Dividend Payment Date.

(b) The amount of dividends payable on each share of Mandatory Convertible Preferred Stock for each full Quarterly Dividend Period will be computed by dividing the annual dividend rate by four. The amount of dividends payable for any other period that is shorter or longer than a full Quarterly Dividend Period will be computed on the basis of a 360-day year consisting of twelve 30-day months. Accumulated but unpaid dividends on the Mandatory Convertible Preferred Stock shall cumulate on a daily basis from the Dividend Payment Date on which they become payable and will compound on a quarterly basis until paid.

(c) No interest or (except as otherwise provided in Section 3(b)) sum of money in lieu of interest shall be payable in respect of any dividend not paid on a Dividend Payment Date or any other late payment. The Corporation will also not pay Holders of the Mandatory Convertible Preferred Stock any dividend in excess of the full dividends on the Mandatory Convertible Preferred Stock that are payable as herein.

(d) If the Corporation does not have sufficient Surplus to pay in full the dividends payable on any Dividend Payment Date, it shall pay on such date the maximum amount of such dividends that it may lawfully pay allocated pro rata among the Record Holders as of the applicable Record Date. To the extent the Corporation has sufficient Surplus to do so, the Corporation shall pay to each Record Holder in respect of the next succeeding Dividend Payment Date, in addition to the regularly scheduled dividend payable on such date, an amount in cash equal to such Holder's pro rata share at such time of the accrued, cumulated and unpaid dividends that were not paid on the previous Dividend Payment Date because of a lack of Surplus on such previous date.

(e) All dividends payable on the Mandatory Convertible Preferred Stock through the Mandatory Conversion Date will become immediately due and payable upon the occurrence of an Event of Default (as defined in the Pledge Agreement), subject to the availability of sufficient Surplus therefor. Upon any such acceleration, the relevant Record Dates for all such payments will be accelerated to the date of such Event of Default.

(4) *Payment Restrictions.* (a) If (i) all accrued, cumulated and unpaid dividends (including, without limitation, any dividends accelerated pursuant to Section 3(e) hereof) on the Mandatory Convertible Preferred Stock have not been paid in full or (ii) a breach by the Corporation of the negative pledge covenant set forth in Section 10(b) of the Pledge Agreement has occurred and is continuing, the Corporation may not:

(i) declare or pay any dividend or make any distribution of assets on any Junior Securities, other than dividends or distributions in the form of Junior Securities and cash solely in lieu of fractional shares in connection with any such dividend or distribution;

(ii) redeem, purchase or otherwise acquire any Junior Securities or pay or make any monies available for a sinking fund for such Junior Securities, other than (A) upon conversion or exchange solely for other Junior Securities or (B) the purchase of fractional interests in shares of any Junior Securities pursuant to the conversion or exchange provisions of such Junior Securities; or

(iii) redeem, purchase or otherwise acquire any Parity Securities, except upon conversion into or exchange for other Parity Securities or Junior Securities and cash solely in lieu of fractional shares in connection with any such conversion or exchange, *provided, however*, that in the case of a redemption, purchase or other acquisition of Parity Securities upon conversion into or exchange for other Parity Securities (A) the aggregate amount of the liquidation preference of such other Parity Securities does not exceed the aggregate amount of the liquidation preference, plus accrued, cumulated and unpaid dividends, of the Parity Securities that are converted into or exchanged for such other Parity Securities, (B) the aggregate number of shares of Common Stock issuable upon conversion, redemption or exchange of such other Parity Securities does not exceed the aggregate number of shares of Common Stock issuable upon conversion, redemption or exchange of the

Parity Securities that are converted into or exchanged for such other Parity Securities and (C) such other Parity Securities contain terms and conditions (including, without limitation, with respect to the payment of dividends, dividend rates, liquidation preferences, voting and representation rights, payment restrictions, anti-dilution rights, change of control rights, covenants, remedies and conversion and redemption rights) that are not in the good faith judgment of the Board materially less favorable, taken as a whole, to the Corporation or the Holders of the Mandatory Convertible Preferred Stock than those contained in the Parity Securities that are converted or exchanged for such other Parity Securities.

(5) *Voting Rights.* (a) Except as otherwise required by law, the Certificate of Incorporation or as set forth in this Section 5, Holders of the Mandatory Convertible Preferred Stock are not entitled to any voting rights and their consent shall not be required for the taking of any corporate action.

(b) So long as any shares of Mandatory Convertible Preferred Stock are outstanding, the Corporation will not, without the approval of the Holders of at least two-thirds of the shares of Mandatory Convertible Preferred Stock then outstanding, given in person or by proxy either at an annual meeting or at a special meeting called for that purpose, at which the Holders of the Mandatory Convertible Preferred Stock shall vote separately as a single class, amend, alter or repeal any of the provisions of the Certificate of Incorporation by way of merger, consolidation, combination, reclassification or otherwise, so as to affect adversely the rights, preferences or voting powers of the Holders of the Mandatory Convertible Preferred Stock; *provided* that any amendment of the provisions of the Certificate of Incorporation so as to issue, authorize or increase the authorized amount of, or issue or authorize any obligation or security convertible into or evidencing a right to purchase, any Parity Securities or Junior Securities shall be deemed not to affect adversely any right, preference or voting power of the Holders of the Mandatory Convertible Preferred Stock. Notwithstanding anything in this Section 5 to the contrary, any amendment, alteration or repeal of any of the provisions of the Certificate of Incorporation occurring in connection with any merger or consolidation of the Corporation of the type described in Section 14(e)(i) or any statutory exchange of securities of the Corporation with another Person (other than in connection with a merger or acquisition) of the type described in Section 14(e)(iv) shall be deemed not to adversely affect the rights, preferences or voting power of the Holders of the Mandatory Convertible Preferred Stock, *provided* that, subject to Section 10, in the event the Corporation does not survive the transaction, the shares of the Mandatory Convertible Preferred Stock will become shares of the successor Person, having in respect of such successor Person the same rights, preferences or voting powers of the Holders of the Mandatory Convertible Preferred Stock immediately prior to the consummation of such merger, consolidation, or statutory exchange except that they shall be convertible into the kind and amount of net cash, securities and other property as determined in accordance with Section 14(e) hereof, and *provided further* that following any such merger, consolidation or statutory exchange, such successor Person shall succeed to and be substituted for, and may exercise all of the rights and powers of the Corporation under the Mandatory Convertible Preferred Stock.

(c) If at any time dividends on the then-outstanding shares of any class or series of Preferred Stock in an amount equivalent to six quarterly dividends, whether or not consecutive, shall not have been (i) paid or (ii)(A) declared and (B) a sum sufficient for the payment thereof set aside, the holders of shares of Preferred Stock (including the Mandatory Convertible Preferred Stock), voting separately as a single class, shall be entitled to increase the authorized number of directors on the Board by two and elect such two directors (the "Preferred Stock Directors") at the next annual or special meeting of the stockholders called in the manner described below. At any such annual or special meeting of the stockholders, or any adjournment thereof, if the holders of at least a majority of shares of the Preferred Stock then outstanding shall be present or represented by proxy, then, (1) by vote of the holders of at least a majority of the shares of Preferred Stock, voting as a class, then present or so represented, the authorized number of directors of the Corporation shall be increased by two, and

(2) at such meeting the holders of the Preferred Stock, voting as a class, shall be entitled to elect the Preferred Stock Directors by vote of the holders of at least a majority of the shares of Preferred Stock then present or so represented. Such right of the holders of the Preferred Stock to elect the Preferred Stock Directors may be exercised until all dividends in default on such Preferred Stock shall have been (i) paid in full or (ii)(A) declared and (B) a sum sufficient for the payment thereof set aside. When so paid or provided for or when no Preferred Stock is still outstanding, (i) the right of the holders of Preferred Stock to elect the Preferred Stock Directors shall immediately cease, (ii) the terms of all of the Preferred Stock Directors shall automatically terminate forthwith, and (iii) the authorized number of directors of the Corporation shall be reduced accordingly. Not later than 40 days after such entitlement arises, the Board will convene a special meeting of the holders of Preferred Stock for the above purpose. If the Board fails to convene such meeting within such 40-day period, the holders of 10% of the outstanding shares of Preferred Stock, considered as a single class, will be entitled to convene such meeting to elect the initial Preferred Stock Directors. Any director who shall have been elected by the holders of shares of Preferred Stock as a class pursuant to this Section 5(c) may be removed at any time, without cause by, and only by, the affirmative vote of the holders of record of a majority of the outstanding shares of Preferred Stock given at a special meeting of such stockholders called for such purpose by the Corporation or at the annual meeting of stockholders, and any vacancy created by such removal may also be filled at such meeting. Any vacancy caused by the death or resignation of a director who shall have been elected by the holders of Preferred Stock as a class pursuant to this Section 5(c) may be filled only by the holders of outstanding shares of Preferred Stock at a special meeting called for such purpose by the Corporation or at the annual meeting of stockholders. The provisions of the Certificate of Incorporation and by-laws of the Corporation relating to the convening and conduct of special meetings of stockholders and the nomination of directors will apply with respect to any special meeting of the holders of Preferred Stock; *provided* that the notice of the nomination need only be delivered to the Secretary of the Corporation not less than two Business Days prior to the day that the Corporation (or the holders of 10% of the outstanding Preferred Stock, if applicable) have notified the holders of Preferred Stock of the date of the special meeting to elect the initial Preferred Stock Directors.

(d) So long as any of the Mandatory Convertible Preferred Stock is outstanding, the Corporation will not, without the approval of the Holders of at least two-thirds of the shares of Mandatory Convertible Preferred Stock then outstanding and any class or series of Parity Securities then outstanding, voting together as a single class, given in person or by proxy either at an annual meeting or at a special meeting called for that purpose:

(i) reclassify any of the Corporation's authorized shares of capital stock into any shares of any class, or any obligation or security convertible into or evidencing a right to purchase such shares, ranking senior to the Mandatory Convertible Preferred Stock as to payment of dividends or distribution of assets upon the dissolution, liquidation or winding up of the Corporation; or

(ii) issue, authorize or increase the authorized amount of, or issue or authorize any obligation or security convertible into or evidencing a right to purchase any capital stock of any class or series ranking senior to the Mandatory Convertible Preferred Stock as to payment of dividends or distribution of assets upon the dissolution, liquidation or winding up of the Corporation; *provided* that the Corporation may issue, authorize or increase the authorized amount of, or issue or authorize any obligation or security convertible into or evidencing a right to purchase, any shares of capital stock of any class or series ranking on a parity with or junior to the Mandatory Convertible Preferred Stock as to payment of dividends and distribution of assets upon the dissolution, liquidation or winding up of the Corporation without the vote of the Holders of the Mandatory Convertible Preferred Stock.

(e) In exercising the voting rights set forth in this Section 5, each share of Mandatory Convertible Preferred Stock shall have one vote per share. In any case where the Holders of the Mandatory

Convertible Preferred Stock are entitled to vote as a class with holders of Parity Securities or other classes or series of Preferred Stock, each class or series shall have a number of votes proportionate to the aggregate liquidation preference of its outstanding shares.

(6) *Liquidation, Dissolution or Winding Up.* (a) In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, subject to the rights of holders of any shares of capital stock of the Corporation then outstanding ranking senior to or pari passu with the Mandatory Convertible Preferred Stock in respect of distributions upon liquidation, dissolution or winding up of the Corporation and before any amount shall be paid or distributed with respect to holders of any shares of capital stock of the Corporation then outstanding ranking junior to the Mandatory Convertible Preferred Stock in respect of distributions upon liquidation, dissolution or winding up of the Corporation, the Holders of the Mandatory Convertible Preferred Stock at the time outstanding will be entitled to receive, out of net assets of the Corporation legally available for distribution to stockholders, a liquidating distribution in the amount of $50.00 per share, subject to adjustment as provided for in Section 19(c), plus an amount equal to the sum of all accrued, cumulated and unpaid dividends for the portion of the then-current Dividend Period until the payment date and all prior Dividend Periods. After the payment to the Holders of the Mandatory Convertible Preferred Stock of the full amounts provided for in this Section 6(a), the Holders of shares of the Mandatory Convertible Preferred Stock will have no right or claim to any of the Corporation's remaining assets.

(b) For the purpose of this Section 6, none of the following shall constitute or be deemed to constitute a voluntary or involuntary liquidation, dissolution or winding up of the Corporation:

(i) the sale, transfer, lease or conveyance of all or substantially all of the Corporation's property and assets;

(ii) the consolidation or merger of the Corporation with or into any other Person; or

(iii) the consolidation or merger of any other Person with or into the Corporation.

(c) If, upon any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, the amounts payable with respect to the shares of Mandatory Convertible Preferred Stock then outstanding are not paid in full as provided in Section 6(a) hereof, no distribution shall be made on account of any securities ranking pari passu with the Mandatory Convertible Preferred Stock as to the distribution of assets upon such liquidation, dissolution or winding up, unless a pro rata distribution is made on the Mandatory Convertible Preferred Stock. The Holders of the Mandatory Convertible Preferred Stock then outstanding and the holders of any such pari passu securities then outstanding shall share ratably in any distribution of assets upon such liquidation, dissolution or winding up. The amount allocable to each series of such securities then outstanding will be based on the proportion of their full respective liquidation preference to the aggregate liquidation preference of the outstanding shares of all such series.

(d) Written notice of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, stating the payment date or dates when, and the place or places where, the amounts distributable to holders of Mandatory Convertible Preferred Stock in such circumstances shall be payable, shall be given by first-class mail, postage prepaid, mailed not less than twenty calendar days prior to any payment date stated therein, to the Holders of Mandatory Convertible Preferred Stock, at the address shown on the books of the Corporation or the Transfer Agent; *provided, however*, that a failure to give notice as provided above or any defect therein shall not affect the Corporation's ability to consummate a voluntary or involuntary liquidation, dissolution or winding up of the Corporation.

(7) *Mandatory Conversion on the Mandatory Conversion Date.* (a) Each share of Mandatory Convertible Preferred Stock will automatically convert (unless previously converted at the option of the Holder in accordance with Section 8 hereof, converted at the option of the Corporation pursuant to Section 9 hereof or converted pursuant to an exercise of a Merger Early Conversion right pursuant to

Section 10 hereof) on the Mandatory Conversion Date, into a number of shares of Common Stock equal to the Conversion Rate.

(b) The "Conversion Rate" shall be as follows:

(i) if the Applicable Market Value of the Common Stock is equal to or greater than $28.29 (the "Threshold Appreciation Price"), then the Conversion Rate shall be equal to 1.7674 shares of Common Stock per share of Mandatory Convertible Preferred Stock (the "Minimum Conversion Rate");

(ii) if the Applicable Market Value of the Common Stock is less than the Threshold Appreciation Price but greater than $23.00 (the "Initial Price"), then the Conversion Rate shall be equal to the Liquidation Preference divided by the Applicable Market Value of the Common Stock; and

(iii) if the Applicable Market Value of the Common Stock is less than or equal to the Initial Price, then the Conversion Rate shall be equal to 2.1739 shares of Common Stock per share of Mandatory Convertible Preferred Stock (the "Maximum Conversion Rate").

The Minimum Conversion Rate, the Maximum Conversion Rate, the Threshold Appreciation Price and the Initial Price are each subject to adjustment in accordance with the provisions of Section 14 hereof, and the Liquidation Preference is subject to adjustment in accordance with the provisions of Section 19(c) hereof.

(c) The Holders of Mandatory Convertible Preferred Stock on the Mandatory Conversion Date shall have the right to receive an amount in cash equal to all accrued, cumulated and unpaid dividends, whether or not declared, on the Mandatory Convertible Preferred Stock for the then current Dividend Period until the Mandatory Conversion Date and all prior Dividend Periods, *provided* that the Corporation has Surplus sufficient to pay such dividends at such time.

(d) To the extent that the Corporation does not have sufficient Surplus to pay in full in cash all of such accrued, cumulated and unpaid dividends, the Holders of Mandatory Convertible Preferred Stock on the Mandatory Conversion Date shall be entitled to receive, upon conversion of the Mandatory Convertible Preferred Stock on the Mandatory Conversion Date, an additional number of shares of Common Stock per share of Mandatory Convertible Preferred Stock equal to the amount of such accrued, cumulated and unpaid dividends per share divided by the Five-Day Average Market Price as of the Mandatory Conversion Date. Any resulting fractional shares of Common Stock shall be settled in cash as provided in Section 13 hereof, subject to the availability of sufficient Surplus.

(8) *Early Conversion at the Option of the Holder.* (a) Shares of the Mandatory Convertible Preferred Stock are convertible, in whole or in part at the option of the Holder thereof ("Early Conversion") at any time prior to the Mandatory Conversion Date, into shares of Common Stock at the Minimum Conversion Rate, subject to adjustment as set forth in Section 14 hereof.

(b) Any written notice of conversion pursuant to this Section 8 shall be duly executed by the Holder, and specify:

(i) the number of shares of Mandatory Convertible Preferred Stock to be converted;

(ii) the name(s) in which such Holder desires the shares of Common Stock issuable upon conversion to be registered (subject to compliance with applicable legal requirements if any of such certificates are to be issued in a name other than the name of the Holder);

(iii) the address to which such Holder wishes delivery to be made of such certificates to be issued upon such conversion; and

(iv) any other transfer forms, tax forms or other relevant documentation required and specified by the Transfer Agent, if necessary, to effect the conversion.

(c) If specified by the Holder in the notice of conversion that shares of Common Stock issuable upon conversion of the Mandatory Convertible Preferred Stock shall be issued to a Person other than the Holder surrendering the shares of Mandatory Convertible Preferred Stock being converted, the Holder shall pay or cause to be paid any transfer or similar taxes payable in connection therewith.

(d) No payment or adjustment will be made by the Corporation for accrued, cumulated and unpaid dividends on shares of Mandatory Convertible Preferred Stock converted pursuant to this Section 8, but if any Holder surrenders shares of Mandatory Convertible Preferred Stock for conversion after the close of business on a Record Date for the payment of dividends and before the opening of business on the corresponding Dividend Payment Date, then, notwithstanding such conversion, the dividend payable on such Dividend Payment Date shall be paid by the Corporation on such Dividend Payment Date to the Record Holder of such shares of Mandatory Convertible Preferred Stock, provided that the Corporation has sufficient Surplus to make such payment. In such event, such shares of Mandatory Convertible Preferred Stock, when surrendered for conversion, must be accompanied by funds in an amount equal to the dividends payable on such Dividend Payment Date on the shares of Mandatory Convertible Preferred Stock so converted, except to the extent that a Surplus Shortfall Notice has been given with respect to such payment. If such payment does not accompany such shares of Mandatory Convertible Preferred Stock, the shares of Mandatory Convertible Preferred Stock shall not be converted.

(e) Upon receipt by the Transfer Agent of a completed and duly executed notice of conversion as set forth in Section 8(b), compliance with Section 8(c) and Section 8(d), if applicable, and upon surrender of a certificate representing share(s) of Mandatory Convertible Preferred Stock to be converted, the Corporation shall, within three Business Days or as soon as possible thereafter, issue and shall instruct the Transfer Agent to register the number of shares of Common Stock to which such Holder shall be entitled upon conversion in the name(s) specified by such Holder in the notice of conversion and the Corporation shall promptly send or cause to be sent, by hand delivery (with receipt to be acknowledged) or by first-class mail, postage prepaid, to the Holder thereof, at the address designated by such Holder in the written notice of conversion, a certificate or certificates representing the number of shares of Common Stock to which such Holder shall be entitled upon conversion. In the event that there shall have been surrendered a certificate or certificates representing shares of Mandatory Convertible Preferred Stock, only part of which are to be converted, the Corporation shall issue and deliver to such Holder or such Holder's designee in the manner provided in the immediately preceding sentence a new certificate or certificates representing the remaining number of shares of Mandatory Convertible Preferred Stock that shall not have been converted. Upon any Early Conversion pursuant to this Section 8, the Corporation shall deliver to the Collateral Agent the notice contemplated by Section 6(e) of the Pledge Agreement.

(f) The issuance by the Corporation of shares of Common Stock upon a conversion of shares of Mandatory Convertible Preferred Stock in accordance with this Section 8 shall be deemed effective immediately prior to the close of business on the day of receipt by the Transfer Agent of the notice of conversion and other documents, if any, set forth in Section 8(b) hereof, compliance with Section 8(c) and Section 8(d), if applicable, and the surrender by such Holder or such Holder's designee of the certificate or certificates representing the shares of Mandatory Convertible Preferred Stock to be converted, duly assigned or endorsed for transfer to the Corporation (or accompanied by duly executed stock powers relating thereto).

(9) *Provisional Conversion.* (a) (i) Prior to the Mandatory Conversion Date, if the Closing Price of the Common Stock has exceeded 140% of the Threshold Appreciation Price for at least 20 Trading Days within a period of 30 consecutive Trading Days ending on the Trading Day prior to the

date on which the Corporation notifies the Holders that the Corporation is exercising its option to cause the conversion of the Mandatory Convertible Preferred Stock pursuant to this Section 9(a)(i), the Corporation may, at its option, cause the conversion of all, but not less than all, of the shares of Mandatory Convertible Preferred Stock then outstanding into shares of Common Stock at the Minimum Conversion Rate for each share of Mandatory Convertible Preferred Stock, or (ii) if the Corporation is party to an agreement providing for a merger or consolidation transaction prior to the Mandatory Conversion Date, then the Corporation may elect to cause the conversion subject to and effective immediately prior to the consummation of such transaction of all, but not less than all, of the shares of Mandatory Convertible Preferred Stock then outstanding at the Maximum Conversion Rate of shares of Common Stock for each share of Mandatory Convertible Preferred Stock by giving notice of such conversion to the Holders that the Corporation is exercising its option to cause a conversion of the Mandatory Convertible Preferred Stock pursuant to this Section 9(a)(ii). However, with respect to a conversion under Section 9(a)(ii), if the Closing Price of the Common Stock has exceeded 140% of the Threshold Appreciation Price for at least 20 Trading Days within a period of 30 consecutive Trading Days ending on the Trading Day immediately preceding the closing date of such merger or consolidation transaction, then all the outstanding shares of Mandatory Convertible Preferred Stock shall be converted at the Minimum Conversion Rate instead of the Maximum Conversion Rate. If the Corporation elects to cause conversion of the Mandatory Convertible Preferred Stock pursuant to either Section 9(a)(i) or Section 9(a)(ii), then each Holder shall be entitled to receive an amount in cash equal to all accrued, cumulated and unpaid dividends plus, without duplication, an amount in cash equal to the Market Value as of the close of business on the day before the Provisional Conversion Date of such Holder's pro rata share of the portfolio of the collateral that secures the Corporation's obligations to pay the dividends pursuant to the Pledge Agreement (provided that to the extent that dividends are payable to Record Holders when the Provisional Conversion Date occurs after the close of business on a Record Date but before the opening of business on the corresponding Dividend Payment Date, the foregoing pro rata payments shall not include such amounts) (such amount, the "Prepayment Amount"). The Corporation may exercise its option to cause conversion of the Mandatory Convertible Preferred Stock pursuant to either Section 9(a)(i) or Section 9(a)(ii) only if on the Provisional Conversion Date the Corporation has Surplus sufficient to pay, and the Corporation does pay, the Holders the aggregate Prepayment Amount.

(b) Any Provisional Conversion Notice shall be sent by or on behalf of the Corporation, by first class mail, postage prepaid, to the Holders as they appear on the stock register of the Corporation on the Provisional Conversion Notice Date (i) notifying such Holders of the election of the Corporation to convert and of the Provisional Conversion Date (as defined below), which date shall not be less than 30 days nor be more than 60 days after the Provisional Conversion Notice Date, provided that a Provisional Conversion Notice given pursuant to Section 9(a)(ii), may state that the Provisional Conversion pursuant to Section 9(a)(ii) will be subject to the completion of the merger or consolidation transaction described in such notice, and (ii) stating the Corporate Trust Office of the Transfer Agent at which the certificate(s) evidencing the shares of Mandatory Convertible Preferred Stock called for conversion shall be presented and surrendered and the Minimum Conversion Rate or Maximum Conversion Rate, as the case may be, to be applied thereto. The Corporation shall also issue a press release containing such information and publish such information on its Internet website, *provided* that failure to issue such press release or publish such information on the Corporation's website shall not act to prevent or delay conversion pursuant to this Section 9.

(c) If the Corporation does not itself give a Provisional Conversion Notice, then the Corporation shall deliver to the Transfer Agent irrevocable written instructions authorizing the Transfer Agent, on behalf and at the expense of the Corporation, to cause any Provisional Conversion Notice to be duly mailed as soon as practicable after receipt of such irrevocable instructions from the Corporation and in accordance with the above provisions. One or more certificates representing the shares of Common Stock to be issued upon conversion of the Mandatory Convertible Preferred Stock pursuant to this

Section 9 shall be deposited with the Transfer Agent in trust at least one Business Day prior to the Provisional Conversion Date, for the pro rata benefit of the Holders of record as they appear on the stock register of the Corporation, so as to be and continue to be available therefor. In the case of conversion of the Mandatory Convertible Preferred Stock by the Corporation pursuant to this Section 9 after the close of business on a Record Date but before the opening of business on the corresponding Dividend Payment Date, the Record Holders on such Record Date shall not be entitled to receive the dividend otherwise payable on their converted shares of Mandatory Convertible Preferred Stock on the corresponding Dividend Payment Date. Neither failure to mail such Provisional Conversion Notice to one or more such Holders nor any defect in such Provisional Conversion Notice shall affect the sufficiency of the proceedings for conversion as to other Holders. Simultaneously with, or prior to, delivery of a Provisional Conversion Notice in accordance with Section 9(b), the Corporation shall deliver to the Collateral Agent the notice contemplated by Section 6(f) of the Pledge Agreement.

(d) If a Provisional Conversion Notice shall have been given as heretofore provided, then each Holder shall be entitled to all preferences and relative, participating, optional and other special rights accorded by this Certificate of Designations until and including the Provisional Conversion Date. From and after the Provisional Conversion Date, upon delivery by the Corporation of the Common Stock and payment of the funds to the Transfer Agent as described in paragraph (c) above, the Mandatory Convertible Preferred Stock shall no longer be deemed to be outstanding, and all rights of such Holders shall cease and terminate, except the right of the Holders, upon surrender of certificates therefor, to receive Common Stock and any amounts to be paid hereunder.

(10) *Early Conversion Upon Cash Merger.* (a) In the event of a merger or consolidation of the Corporation of the type described in Section 14(e)(i) prior to the earlier of (x) the Mandatory Conversion Date and (y) the Provisional Conversion Notice Date unless in the case of this clause (y), the Provisional Conversion is not completed within the time period set forth in Section 9 hereof, and in which the Common Stock outstanding immediately prior to such merger or consolidation is exchanged for consideration consisting of at least 30% cash or cash equivalents (any such event, a "Cash Merger"), then the Holders of the Mandatory Convertible Preferred Stock shall have the right to convert their shares of Mandatory Convertible Preferred Stock as provided herein (such right of the Holders to convert their shares pursuant to this Section 10(a) being the "Merger Early Conversion").

(b) On or before the fifth Business Day after the consummation of a Cash Merger, the Corporation or the corporation surviving the Cash Merger (the "Surviving Corporation") or, at the request and expense of the Surviving Corporation, the Transfer Agent, shall give all Holders notice by first class mail of the occurrence of the Cash Merger and of the Merger Early Conversion right arising as a result thereof. The Surviving Corporation shall also deliver a copy of such notice to the Transfer Agent. Each such notice shall contain:

(i) the date, which shall be not less than 20 nor more than 35 calendar days after the date of such notice, on which the Merger Early Conversion will be effected (such date being the "Merger Early Conversion Date");

(ii) the date, which shall be on, or one Business day prior to, the Merger Early Conversion Date, by which the Merger Early Conversion right must be exercised;

(iii) the Conversion Rate in effect on the Trading Day immediately preceding such Cash Merger (calculated as if the Trading Day immediately preceding such Cash Merger were the Mandatory Conversion Date) and the kind and amount of securities, cash and other property receivable per share of Mandatory Convertible Preferred Stock by the Holder upon conversion of shares of Mandatory Convertible Preferred Stock pursuant to Section 10(d); and

(iv) the instructions a Holder must follow to exercise the Merger Early Conversion right.

(c) To exercise a Merger Early Conversion right, a Holder shall deliver to the Transfer Agent at its Corporate Trust Office the certificates evidencing the shares of Mandatory Convertible Preferred Stock with respect to which the Merger Early Conversion right is being exercised, duly assigned or endorsed for transfer to the Surviving Corporation, or accompanied by duly executed stock powers relating thereto, or in blank, with a written notice (the "Merger Early Conversion Notice") to the Surviving Corporation stating the Holder's intention to convert early in connection with the Cash Merger containing the information set forth in Section 8(b) and providing the Surviving Corporation with payment instructions. The Merger Early Conversion Notice must be received by the Transfer Agent by 5:00 p.m. New York City time on the date referred to in Section 10(b)(ii).

(d) If the Holder exercises its Merger Early Conversion right pursuant to the terms hereof, on the Merger Early Conversion Date the Surviving Corporation shall deliver or cause to be delivered the net cash, securities and other property entitled to be received by such exercising Holder, determined by assuming the Holder had converted its shares of Mandatory Convertible Preferred Stock immediately before the Cash Merger at the Conversion Rate in effect on the Trading Day immediately preceding such Cash Merger calculated in accordance with Section 7(b) hereof and that such Holder was not the counterparty to the Cash Merger or an Affiliate of such other party and did not exercise any rights of election with respect to the kind or amount of consideration to be received. In the event a Merger Early Conversion right is exercised by a Holder in accordance with the terms hereof, (i) all references herein to Mandatory Conversion Date shall be deemed to refer to such Merger Early Conversion Date and (ii) if a Reorganization Event (other than the Cash Merger) has previously occurred, "Applicable Market Value" shall be deemed to refer to the Applicable Market Value of the Exchange Property as determined in accordance with Section 14(e). If a Holder does not elect to exercise the Merger Early Conversion right pursuant to this Section 10, in lieu of shares of Common Stock, the Surviving Corporation shall deliver to such Holder on the Mandatory Conversion Date, the Provisional Conversion Date or an Early Conversion Date, such net cash, securities and other property as determined in accordance with Section 14(e) hereof.

(e) Upon a Merger Early Conversion, the Transfer Agent shall, in accordance with the instructions provided by the Holder thereof in the written notice provided to the Surviving Corporation as set forth above, deliver to the Holder such net cash, securities or other property issuable upon such Merger Early Conversion, together with payment in lieu of any fraction of a share, as provided herein.

(f) In the event that a Merger Early Conversion is effected with respect to shares of Mandatory Convertible Preferred Stock representing less than all the shares of Mandatory Convertible Preferred Stock held by a Holder, upon such Merger Early Conversion the Surviving Corporation shall execute and the Transfer Agent shall, unless otherwise instructed in writing, countersign and deliver to the Holder thereof, at the expense of the Surviving Corporation, a certificate evidencing the shares of Mandatory Convertible Preferred Stock as to which Merger Early Conversion was not effected.

(g) In the event that a Merger Early Conversion is effected with respect to shares of Mandatory Convertible Preferred Stock, no payment or adjustment will be made for accrued, cumulated and unpaid dividends on shares of Mandatory Convertible Preferred Stock converted pursuant to this Section 10, but if any Holder surrenders shares of Mandatory Convertible Preferred Stock for conversion after the close of business on a Record Date for the payment dividends and before the opening of business on the corresponding Dividend Payment Date, then notwithstanding such conversion, the dividend payable on such Dividend Payment Date shall be paid on such Dividend Payment Date to the Record Holder of such shares of Mandatory Convertible Preferred Stock on such Record Date, provided that the Corporation has sufficient Surplus to make such payment. In such event, such shares of Mandatory Convertible Preferred Stock, when surrendered for conversion, must be accompanied by funds in an amount equal to the dividends payable on such Dividend Payment Date on the shares of Mandatory Convertible Preferred Stock so converted, except to the extent that a Surplus Shortfall Notice has been given with respect to such payment. If such payment does not

accompany such shares of Mandatory Convertible Preferred Stock, the shares of Mandatory Convertible Preferred Stock shall not be converted.

(11) *Conversion Procedures*. (a) Upon issuance and delivery to the Transfer Agent of certificates representing shares of the Common Stock to be delivered upon conversion of the shares of Mandatory Convertible Preferred Stock on the Mandatory Conversion Date, the Provisional Conversion Date, the Merger Early Conversion Date or any Early Conversion Date (collectively, a "Conversion Date"), dividends on any shares of Mandatory Convertible Preferred Stock converted to Common Stock shall cease to accrue and cumulate, and such shares of Mandatory Convertible Preferred Stock shall cease to be outstanding, in each case, subject to the right of Holders of such shares to receive any accrued, cumulated and unpaid dividends or other payments on such shares to which they are otherwise entitled pursuant to Section (7), (8), (9) or (10) hereof, as applicable.

(b) The Person or Persons entitled to receive the Common Stock issuable upon such conversion shall be treated for all purposes as the record holder(s) of such shares of Common Stock as of the close of business on the Mandatory Conversion Date, the Merger Early Conversion Date, the Provisional Conversion Date or any Early Conversion Date, as the case may be or, with respect to a Provisional Conversion pursuant to Section 9(a)(ii), as of the close of business on the Business Day immediately prior to the day that the merger or consolidation transaction contemplated thereby is completed. No allowance or adjustment, except as set forth in Section 14, shall be made in respect of dividends payable to holders of Common Stock of record as of any date prior to such effective date. Prior to such effective date, shares of Common Stock issuable upon conversion of any shares of Mandatory Convertible Preferred Stock shall not be deemed outstanding for any purpose, and Holders of shares of Mandatory Convertible Preferred Stock shall have no rights with respect to the Common Stock (including voting rights, rights to respond to tender offers for the Common Stock and rights to receive any dividends or other distributions on the Common Stock) by virtue of holding shares of Mandatory Convertible Preferred Stock.

(c) Shares of Mandatory Convertible Preferred Stock duly converted in accordance with this Certificate of Designation, or otherwise reacquired by the Corporation, shall not be reissued as such, shall automatically be retired and shall resume the status of authorized and unissued shares of Preferred Stock, undesignated as to series.

(d) In the event that a Holder of shares of Mandatory Convertible Preferred Stock shall not by written notice designate the name in which shares of Common Stock to be issued upon conversion of such shares should be registered or the address to which the certificate or certificates representing such shares should be sent, the Corporation shall be entitled to register such shares, and make such payment, in the name of the Holder of such Mandatory Convertible Preferred Stock as shown on the records of the Corporation and to send the certificate or certificates representing such shares to the address of such Holder shown on the records of the Corporation.

(12) *Reservation of Common Stock.* (a) The Corporation shall at all times reserve and keep available out of its authorized and unissued Common Stock or shares held in the treasury of the Corporation, solely for issuance upon the conversion of shares of Mandatory Convertible Preferred Stock as herein provided, free from any preemptive or other similar rights, such number of shares of Common Stock as shall from time to time be issuable upon the conversion of all the shares of Mandatory Convertible Preferred Stock then outstanding. For purposes of this Section 12(a), the number of shares of Common Stock that shall be deliverable upon the conversion of all outstanding shares of Mandatory Convertible Preferred Stock shall be computed as if at the time of computation all such outstanding shares were held by a single Holder.

(b) Notwithstanding the foregoing, the Corporation shall be entitled to deliver upon conversion of shares of Mandatory Convertible Preferred Stock, as herein provided, shares of Common Stock reacquired and held in the treasury of the Corporation (in lieu of the issuance of authorized and

unissued shares of Common Stock), so long as any such treasury shares are free and clear of all liens, charges, security interests or encumbrances (other than liens, charges, security interests and other encumbrances created by the Holders).

(c) All shares of Common Stock delivered upon conversion of the Mandatory Convertible Preferred Stock shall be duly authorized, validly issued, fully paid and non-assessable, free and clear of all liens, claims, security interests and other encumbrances (other than liens, charges, security interests and other encumbrances created by the Holders).

(d) Prior to the delivery of any securities that the Corporation shall be obligated to deliver upon conversion of the Mandatory Convertible Preferred Stock, the Corporation shall comply with all federal and state laws and regulations thereunder requiring the registration of such securities with, or any approval of or consent to the delivery thereof by, any governmental authority.

(e) The Corporation hereby covenants and agrees that, if at any time the Common Stock shall be listed on the New York Stock Exchange or any other national securities exchange or automated quotation system, the Corporation will, if permitted by the rules of such exchange or automated quotation system, list and keep listed, so long as the Common Stock shall be so listed on such exchange or automated quotation system, all Common Stock issuable upon conversion of the Mandatory Convertible Preferred Stock; *provided, however*, that if the rules of such exchange or automated quotation system permit the Corporation to defer the listing of such Common Stock until the first conversion of Mandatory Convertible Preferred Stock into Common Stock in accordance with the provisions hereof, the Corporation covenants to list such Common Stock issuable upon conversion of the Mandatory Convertible Preferred Stock in accordance with the requirements of such exchange or automated quotation system not later than such time.

(13) *Fractional Shares*. (a) No fractional shares of Common Stock will be issued as a result of any conversion of shares of Mandatory Convertible Preferred Stock.

(b) In lieu of any fractional share of Common Stock otherwise issuable in respect of any mandatory conversion pursuant to Section 7 hereof, any conversion at the option of the Corporation pursuant to Section 9 hereof or a conversion at the option of the holder pursuant to Section 8 or Section 10 hereof, the Corporation shall pay an amount in cash (computed to the nearest cent) equal to the same fraction of the average of the daily Closing Price of the Common Stock for each of the five consecutive Trading Days preceding the Trading Day immediately preceding the date of conversion.

(c) If more than one share of the Mandatory Convertible Preferred Stock is surrendered for conversion at one time by or for the same Holder, the number of full shares of Common Stock issuable upon conversion thereof shall be computed on the basis of the aggregate number of shares of the Mandatory Convertible Preferred Stock so surrendered.

(14) *Anti-Dilution Adjustments to the Fixed Conversion Rates.* (a) Each Fixed Conversion Rate and the number of shares of Common Stock to be delivered upon conversion shall be subject to the following adjustments:

(i) *Stock Dividends and Distributions*. In case the Corporation shall pay or make a dividend or other distribution on the Common Stock in shares of Common Stock, each Fixed Conversion Rate, as in effect at the opening of business on the day following the date fixed for the determination of stockholders entitled to receive such dividend or other distribution, shall be increased by dividing such Fixed Conversion Rate by a fraction of which the numerator shall be the number of shares of Common Stock outstanding at the close of business on the date fixed for such determination and the denominator shall be the sum of such number of shares of Common Stock outstanding and the total number of shares of Common Stock constituting such dividend or other distribution, such increase to become effective immediately prior to the opening of business on the day following the date fixed for such determination. For the purposes of this sub-section (i),

the number of shares of Common Stock at the time outstanding shall not include shares held in the treasury of the Corporation but shall include any shares issuable in respect of any scrip certificates issued in lieu of fractions of shares of Common Stock. The Corporation will not pay any dividend or make any distribution on shares of Common Stock held in the treasury of the Corporation.

(ii) *Subdivisions, Splits and Combinations of the Common Stock.* In case outstanding shares of Common Stock shall be subdivided or split into a greater number of shares of Common Stock, each Fixed Conversion Rate in effect at the opening of business on the day following the day upon which such subdivision or split becomes effective shall be proportionately increased, and, conversely, in case outstanding shares of Common Stock shall each be combined into a smaller number of shares of Common Stock, such Fixed Conversion Rate in effect at the opening of business on the day following the day upon which such combination becomes effective shall be proportionately reduced, such increase or reduction, as the case may be, to become effective immediately prior to the opening of business on the day following the day upon which such subdivision, split or combination becomes effective.

(iii) *Issuance of Stock Purchase Rights.* In case the Corporation shall issue rights or warrants to all holders of its Common Stock (other than rights or warrants issued pursuant to a dividend reinvestment plan or share purchase plan or other similar plans), entitling such holders, for a period of up to 45 days from the date of issuance of such rights or warrants, to subscribe for or purchase shares of Common Stock at a price per share less than the Current Market Price on the date fixed for the determination of stockholders entitled to receive such rights or warrants, each Fixed Conversion Rate in effect at the opening of business on the day following the date fixed for such determination shall be increased by multiplying such Fixed Conversion Rate by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding at the close of business on the date fixed for such determination plus the number of shares of Common Stock so offered for subscription or purchase and the denominator of which shall be the number of shares of Common Stock outstanding at the close of business on the date fixed for such determination plus the number of shares of Common Stock which the aggregate offering price of the total number of shares of Common Stock so offered for subscription or purchase would purchase at such Current Market Price, such increase to become effective immediately prior to the opening of business on the day following the date fixed for such determination. For the purposes of this clause (iii), the number of shares of Common Stock at any time outstanding shall not include shares held in the treasury of the Corporation but shall include any shares issuable in respect of any scrip certificates issued in lieu of fractions of shares of Common Stock. The Corporation shall not issue any such rights or warrants in respect of shares of Common Stock held in the treasury of the Corporation.

(iv) *Debt, Securities or Asset Distribution*. (A) In case the Corporation shall, by dividend or otherwise, distribute to all holders of its Common Stock evidences of its indebtedness, shares of capital stock, securities, cash or other assets (excluding any dividend or distribution referred to in Section 14(a)(i) or Section 14(a)(ii) hereof, any rights or warrants referred to in Section 14(a)(iii) or Section 14(a)(vii) hereof, any dividend or distribution paid exclusively in cash, any consideration payable in connection with a tender or exchange offer made by the Corporation or any subsidiary of the Corporation, and any dividend of shares of capital stock of any class or series, or similar equity interests, of or relating to a subsidiary or other business unit in the case of a Spin-Off referred to in Section 14(a)(iv)(B) below), each Fixed Conversion Rate shall be adjusted so that it shall equal the rate determined by multiplying such Fixed Conversion Rate in effect immediately prior to the close of business on the date fixed for the determination of stockholders entitled to receive such distribution by a fraction, the numerator of which shall be the Current Market Price of the Common Stock on the date fixed for such determination and the

denominator of which shall be such Current Market Price of the Common Stock less the then Fair Market Value of the portion of the evidences of indebtedness, shares of capital stock, securities, cash or other assets so distributed applicable to one share of Common Stock, such adjustment to become effective immediately prior to the opening of business on the day following the date fixed for the determination of stockholders entitled to receive such distribution. In any case in which this clause (iv)(A) is applicable, clause (iv)(B) of this Section 14(a) shall not be applicable.

(B) In the case of a Spin-Off, each Fixed Conversion Rate in effect immediately before the close of business on the record date fixed for determination of stockholders entitled to receive that distribution will be increased by multiplying each Fixed Conversion Rate by a fraction, the numerator of which is the Current Market Price of the Common Stock plus the Fair Market Value of the portion of those shares of capital stock or similar equity interests so distributed applicable to one share of Common Stock and the denominator of which is such Current Market Price of the Common Stock. Any adjustment to the Conversion Rate under this clause (iv)(B) of this Section 14(a) will occur on the 15th Trading Day from, but excluding, the "ex-date" with respect to the Spin-Off.

(v) *Cash Distributions*. In case the Corporation shall distribute, by way of dividend or otherwise, cash to all holders of its Common Stock, immediately after the close of business on the date fixed for the determination of stockholders entitled to receive such distribution, each Fixed Conversion Rate shall be adjusted by multiplying such Fixed Conversion Rate in effect immediately prior to the close of business on the date fixed for determination of the stockholders of the Corporation entitled to receive such distribution by a fraction, the numerator of which will be the Current Market Price of the Common Stock on the date fixed for such determination and the denominator of which will be the Current Market Price of the Common Stock on the date fixed for such determination minus the amount per share of such dividend or distribution; *provided*, that no adjustment will be made to either Fixed Conversion Rate for (i) any cash that is distributed in a Reorganization Event to which Section 14(e) applies or as part of a distribution referred to in paragraph (iv) of this Section 14(a), (ii) any dividend or distribution in connection with the liquidation, dissolution or winding up of the Corporation or (iii) any consideration payable in connection with a tender or exchange offer made by the Corporation or any subsidiary of the Corporation.

(vi) *Self Tender Offers and Exchange Offers*. In case a tender or exchange offer made by the Corporation or any subsidiary of the Corporation for all or any portion of the Common Stock shall expire and such tender or exchange offer (as amended upon the expiration thereof) shall require the payment to stockholders (based on the acceptance, up to any maximum specified in the terms of the tender or exchange offer, of Purchased Shares (as defined below in this Section)) of an aggregate consideration per share of Common Stock having a Fair Market Value that exceeds the Current Market Price of the Common Stock on the fifteenth Trading Day next succeeding the last date on which (the "Expiration Time") tenders or exchanges could have been made pursuant to such tender or exchange offer (as it may be amended), then, and in each such case, immediately prior to the opening of business on the sixteenth Trading Day after the date of the Expiration Time, each Fixed Conversion Rate shall be adjusted so that the same shall equal the rate determined by dividing such Fixed Conversion Rate in effect immediately prior to the opening of business on the sixteenth Trading Day after the Expiration Time by a fraction (A) the numerator of which shall be the number of shares of Common Stock outstanding (including any tendered or exchanged shares) at the Expiration Time multiplied by the Current Market Price of the Common Stock on the fifteenth Trading Day next succeeding the Expiration Time, and (B) the denominator of which shall be the sum of (x) the Fair Market Value of the aggregate consideration payable to stockholders based on the acceptance (up to any maximum specified in the terms of the tender or exchange offer) of all shares validly tendered or exchanged and not withdrawn as of the Expiration

Time (the shares deemed so accepted up to any such maximum, being referred to as the "Purchased Shares") and (y) the product of the number of shares of Common Stock outstanding (less any Purchased Shares) at the Expiration Time and the Current Market Price of the Common Stock on the fifteenth Trading Day next succeeding the Expiration Time.

(vii) *Rights Plans*. To the extent that the Corporation has a stockholder rights plan in effect with respect to its Common Stock on any Conversion Date, in accordance with the terms of the stockholder rights plan, upon conversion of any Mandatory Convertible Preferred Stock, Holders shall receive, in addition to the Common Stock, the rights under such stockholder rights plan. If, however, prior to such Conversion Date, the rights have separated from the Common Stock and the Holders do not receive upon conversion, in addition to Common Stock, the rights under the plan, then each Fixed Conversion Rate will be adjusted at the time of separation of such rights as if the Corporation made a distribution to all holders of the Common Stock as described in clause (iv) above, subject to readjustment in the event of the expiration, termination or redemption of such rights. In lieu of any such adjustment, the Corporation may amend the stockholder rights plan to provide that upon conversion of Mandatory Convertible Preferred Stock, the Holders will receive, in addition to shares of Common Stock issuable upon such conversion, the rights that would have attached to such shares of Common Stock if the rights had not been separated from Common Stock under the stockholder rights plan.

(b) *Adjustment for Tax Reasons*. The Corporation may make such increases in each Fixed Conversion Rate, in addition to any other increases required by this Section 14, if the Board deems it advisable to avoid or diminish any income tax to holders of the Common Stock resulting from any dividend or distribution of shares (or issuance of rights or warrants to acquire shares) or from any event treated as such for income tax purposes or for any other reasons; *provided* that the same proportionate adjustment must be made to each Fixed Conversion Rate.

(c) *Calculation of Adjustments*. (i) All adjustments to the Conversion Rate shall be calculated to the nearest l/10,000th of a share (or, if there is not a nearest 1/10,000th of a share, to the next lower 1/10,000th of a share) of Common Stock. Prior to the Mandatory Conversion Date, no adjustment in the Fixed Conversion Rates shall be required unless such adjustment would require an increase or decrease of at least one percent therein; *provided*, that any adjustments which by reason of this subparagraph are not required to be made shall be carried forward and taken into account in any subsequent adjustment; *provided further* that on the Mandatory Conversion Date, adjustments to the Fixed Conversion Rates will be made with respect to any such adjustment carried forward and which has not been taken into account before such date. If an adjustment is made to the Fixed Conversion Rates pursuant to Sections 14(a)(i), 14(a)(ii), 14(a)(iii), 14(a)(iv), 14(a)(v), 14(a)(vi), or 14(b), an inversely proportional adjustment shall also be made to the Threshold Appreciation Price and the Initial Price solely for purposes of determining which of clauses (i), (ii) and (iii) of Section 7(b) will apply on the Conversion Date. Such adjustment shall be made by dividing each of the Threshold Appreciation Price and the Initial Price by a fraction, the numerator of which shall be the Minimum Conversion Rate immediately after such adjustment pursuant to Sections 14(a)(i), 14(a)(ii), I4(a)(iii), 14(a)(iv), 14(a)(v), 14(a)(vi) or 14(b) and the denominator of which shall be the Minimum Conversion Rate immediately before such adjustment; *provided*, that if such adjustment to the Fixed Conversion Rates is required to be made pursuant to the occurrence of any of the events contemplated by Sections 14(a)(i), 14(a)(ii), 14(a)(iii), 14(a)(iv), 14(a)(v), 14(a)(vi) or 14(b) during the period taken into consideration for determining the Applicable Market Value, appropriate and customary adjustments shall be made to the Fixed Conversion Rates.

(ii) No adjustment to the Fixed Conversion Rates need be made if Holders may participate in the transaction that would otherwise give rise to an adjustment, including through the receipt of such distributed assets or securities upon conversion of the Mandatory Conversion Preferred Stock, so long as the distributed assets or securities the Holders would receive upon conversion of the Mandatory

Convertible Preferred Stock, if convertible, exchangeable, or exercisable, are convertible, exchangeable or exercisable, as applicable, without any loss of rights or privileges for a period of at least 45 days following conversion of the Mandatory Convertible Preferred Stock. If the denominator of the fraction described in Section 14(a)(iv)(A) or Section 14(a)(v) hereof is less than $1.00 (including a negative amount) then in lieu of any adjustment of the Conversion Rate, the Company shall make adequate provision so that each Holder shall have the right to receive upon conversion, in addition to the shares of Common Stock issuable upon such conversion, the distribution or dividend such Holder would have received had such Holder converted such shares of Mandatory Convertible Preferred Stock into Common Stock immediately prior to the record date for such distribution or dividend. In the case where adjustment to a Fixed Conversion Rate pursuant to this Certificate of Designations is effective upon the Record Date for a distribution or dividend, if the distribution or dividend is not so paid or made, the Conversion Rate shall again be adjusted to be the Conversion Rate that would then be in effect if such distribution or dividend had not been declared. The applicable Conversion Rate shall not be adjusted:

(A) upon the issuance of any shares of the Common Stock pursuant to any present or future plan providing for the reinvestment of dividends or interest payable on the Corporation's securities and the investment of additional optional amounts in shares of Common Stock under any employee benefit plan;

(B) upon the issuance of any shares of the Common Stock or rights or warrants to purchase those shares pursuant to any present or future employee, director or consultant benefit plan or program of or assumed by the Corporation or any of its subsidiaries;

(C) upon the issuance of any shares of the Common Stock pursuant to any option, warrant, right or exercisable, exchangeable or convertible security outstanding as of the date shares of the Mandatory Convertible Preferred Stock were first issued or pursuant to the conversion of the Mandatory Convertible Preferred Stock;

(D) for changes in the par value of the Common Stock, or from par value to no par value, or from no par value to par value;

(E) for accrued, cumulated and unpaid dividends; or

(F) upon the issuance of any shares of Common Stock for cash or in connection with acquisitions (other than upon the exercise of rights, warrants or options as provided in Section 14(a)(iii) or Section 14(a)(iv)).

(iii) The Corporation shall have the power to resolve any ambiguity or correct any error in this Section 14 and its action in so doing, as evidenced by a resolution of the Board, or a duly authorized committee thereof, shall be final and conclusive.

(d) *Notice of Adjustment.* Whenever each Fixed Conversion Rate is to be adjusted in accordance with Section 14(a) or (b), the Corporation shall: (i) compute each Fixed Conversion Rate in accordance with Section 14(a) or (b) and prepare and transmit to the Transfer Agent an Officer's Certificate setting forth each Fixed Conversion Rate, the method of calculation thereof in reasonable detail, and the facts requiring such adjustment and upon which such adjustment is based; and (ii) as soon as practicable following the occurrence of an event that requires an adjustment to each Fixed Conversion Rate pursuant to Section 14(a) or (b) hereof (or if the Corporation is not aware of such occurrence, as soon as practicable after becoming so aware), provide, or cause to be provided, by first-class mail a written notice to the Holders of the Mandatory Convertible Preferred Stock of the occurrence of such event and a statement setting forth in reasonable detail the method by which the adjustment to each Fixed Conversion Rate was determined and setting forth each revised Fixed Conversion Rate.

(e) *Reorganization Events*. In the event of:

(i) any consolidation or merger of the Corporation with or into another Person (other than a merger or consolidation in which the Corporation is the continuing corporation and in which the Common Stock outstanding immediately prior to the merger or consolidation is not exchanged for cash, securities or other property of the Corporation or another Person);

(ii) any sale, transfer, lease or conveyance to another Person of all or substantially all of the property and assets of the Corporation;

(iii) any reclassification of Common Stock into securities including securities other than Common Stock; or

(iv) any statutory exchange of securities of the Corporation with another Person (other than in connection with a merger or acquisition) (any such event specified in this Section 14(e), a "Reorganization Event");

each share of Mandatory Convertible Preferred Stock outstanding immediately prior to such Reorganization Event shall, after such Reorganization Event, be convertible into the kind of securities, cash and other property receivable in such Reorganization Event (without any interest thereon and without any right to dividends or distributions thereon which have a record date that is prior to the Conversion Date) per share of Common Stock (the "Exchange Property") by a holder of Common Stock that (1) is not a Person with which the Corporation consolidated or into which the Corporation merged or which merged into the Corporation or to which such sale, transfer, lease or conveyance was made, as the case may be (any such person, a "Constituent Person"), or an Affiliate of a Constituent Person to the extent such Reorganization Event provides for different treatment of Common Stock held by Affiliates of the Corporation and non-Affiliates, and (2) failed to exercise his rights of election, if any, as to the kind or amount of securities, cash and other property receivable upon such Reorganization Event (provided that if the kind or amount of securities, cash and other property receivable upon such Reorganization Event is not the same for each share of Common Stock held immediately prior to such Reorganization Event by other than a Constituent Person or an Affiliate thereof and in respect of which such rights of election shall not have been exercised ("Non-electing Share"), then, for the purpose of this Section 14(e) the kind and amount of securities, cash and other property receivable upon such Reorganization Event by each Non-electing Share shall be deemed to be the kind and amount so receivable per share by a plurality of the Non-electing Shares). The amount of Exchange Property receivable upon conversion of any Mandatory Convertible Preferred Stock in accordance with Section 7, 8 or 9 hereof shall be determined based upon the applicable Conversion Rate in effect with respect to such conversion on such Conversion Date.

For purposes of this Section 14(e), "Applicable Market Value" shall be deemed to refer to the Applicable Market Value of the Exchange Property and such value shall be determined (A) with respect to any publicly traded securities that compose all or part of the Exchange Property, based on the Closing Price of such securities, (B) in the case of any cash that composes all or part of the Exchange Property, based on the amount of such cash and (C) in the case of any other property that composes all or part of the Exchange Property, based on the value of such property, as determined by a nationally recognized independent investment banking firm retained by the Corporation for this purpose. For purposes of this Section 14(e), the term "Closing Price" shall be deemed to refer to the closing sale price, last quoted bid price or mid-point of the last bid and ask prices, as the case may be, of any publicly traded securities that comprise all or part of the Exchange Property. For purposes of this Section 14(e), references to Common Stock in the definition of "Trading Day" shall be replaced by references to any publicly traded securities that comprise all or part of the Exchange Property.

The above provisions of this Section 14(e) shall similarly apply to successive Reorganization Events and the provisions of Section 14 shall apply to any shares of capital stock of the Corporation (or any successor) received by the holders of Common Stock in any such Reorganization Event.

The Corporation (or any successor) shall, within 20 days of the occurrence of any Reorganization Event, provide written notice to the Holders of such occurrence of such event and of the kind and amount of the cash, securities or other property that constitutes the Exchange Property. Failure to deliver such notice shall not affect the operation of this Section 14(e).

(15) *Replacement Stock Certificates*. (a) If certificates evidencing outstanding shares of the Mandatory Convertible Preferred Stock shall be mutilated, lost, stolen or destroyed, the Corporation shall, at the expense of the Holder, issue, in exchange and in substitution for and upon cancellation of the mutilated Mandatory Convertible Preferred Stock certificate, or in lieu of and substitution for the Mandatory Convertible Preferred Stock certificate lost, stolen or destroyed, a new Mandatory Convertible Preferred Stock certificate of like tenor and representing an equivalent amount of shares of Mandatory Convertible Preferred Stock, but only upon receipt of evidence of such loss, theft or destruction of such Mandatory Convertible Preferred Stock certificate and indemnity, if requested, satisfactory to the Corporation and the Transfer Agent.

(b) The Corporation is not required to issue any certificates representing the Mandatory Convertible Preferred Stock on or after the Mandatory Conversion Date or any Provisional Conversion Date. In lieu of the delivery of a replacement certificate following the Mandatory Conversion Date or any Provisional Conversion Date, the Transfer Agent, upon delivery of the evidence and indemnity described above, will deliver the shares of Common Stock or the Exchange Property issuable pursuant to the terms of the Mandatory Convertible Preferred Stock formerly evidenced by the certificate.

(16) *Transfer Agent, Registrar and Paying Agent*. The duly appointed Transfer Agent for the Mandatory Convertible Preferred Stock shall be The Bank of New York. The Corporation may, in its sole discretion, remove the Transfer Agent in accordance with the agreement between the Corporation and the Transfer Agent; *provided* that the Corporation shall appoint a successor Transfer Agent who shall accept such appointment prior to the effectiveness of such removal. Upon any such removal or appointment, the Corporation shall send notice thereof by first-class mail, postage prepaid, to the Holders of the Mandatory Convertible Preferred Stock.

(17) *Form*. (a) Mandatory Convertible Preferred Stock shall be issued in the form of one or more permanent global shares of Mandatory Convertible Preferred Stock in definitive, fully registered form with the global legend (the "Global Shares Legend"), as set forth on the form of Mandatory Convertible Preferred Stock certificate attached hereto as Exhibit A (each, a "Global Preferred Share"), which is hereby incorporated in and expressly made a part of this Certificate of Designations. The Global Preferred Share may have notations, legends or endorsements required by law, stock exchange rules, agreements to which the Corporation is subject, if any, or usage (*provided* that any such notation, legend or endorsement is in a form acceptable to the Corporation). The Global Preferred Share shall be deposited on behalf of the holders of the Mandatory Convertible Preferred Stock represented thereby with the Transfer Agent, at its New York office, as custodian for DTC or a successor Depositary, and registered in the name of the Depositary or a nominee of the Depositary, duly executed by the Corporation and countersigned and registered by the Transfer Agent as hereinafter provided. The aggregate number of shares represented by each Global Preferred Share may from time to time be increased or decreased by adjustments made on the records of the Transfer Agent and the Depositary or its nominee as hereinafter provided. This Section 17(a) shall apply only to a Global Preferred Share deposited with or on behalf of the Depositary. The Corporation shall execute and the Transfer Agent shall, in accordance with this Section, countersign and deliver initially one or more Global Preferred Shares that (i) shall be registered in the name of Cede & Co. or other nominee of the Depositary and (ii) shall be delivered by the Transfer Agent to Cede & Co. or pursuant to

instructions received from Cede & Co. or held by the Transfer Agent as custodian for the Depositary pursuant to an agreement between the Depositary and the Transfer Agent. Members of, or participants in, the Depositary ("Agent Members") shall have no rights under this Certificate of Designations with respect to any Global Preferred Share held on their behalf by the Depositary or by the Transfer Agent as the custodian of the Depositary or under such Global Preferred Share, and the Depositary may be treated by the Corporation, the Transfer Agent and any agent of the Corporation or the Transfer as the absolute owner of such Global Preferred Share for all purposes whatsoever, except as may otherwise be required by applicable law. Notwithstanding the foregoing, nothing herein shall prevent the Corporation, the Registrar or any agent of the Corporation or the Transfer Agent from giving effect to any written certification, proxy or other authorization furnished by the Depositary or impair, as between the Depositary and its Agent Members, the operation of customary practices of the Depositary governing the exercise of the rights of a holder of a beneficial interest in any Global Preferred Share. The Holder of the Mandatory Convertible Preferred Stock may grant proxies or otherwise authorize any Person to take any action that a Holder is entitled to take pursuant to the Mandatory Convertible Preferred Stock, this Certificate of Designations or the Certificate of Incorporation. Except as otherwise required by applicable law, owners of beneficial interests in Global Preferred Stock shall not be entitled to receive physical delivery of certificated shares of Mandatory Convertible Preferred Stock, unless (x) the Depositary has notified the Corporation that it is unwilling or unable to continue as Depositary for the Global Preferred Share and the Corporation does not appoint a qualified replacement for the Depositary within 90 days, (y) the Depositary ceases to be a "clearing agency" registered under the Securities Exchange Act of 1934 and the Corporation does not appoint a qualified replacement for the Depositary within 90 days or (z) the Corporation decides to discontinue the use of book-entry transfer through the Depositary. In any such case, the Global Preferred Share shall be exchanged in whole for definitive shares of Mandatory Convertible Preferred Stock in registered form, with the same terms and of an equal aggregate Liquidation Preference. Definitive shares of Mandatory Convertible Preferred Stock shall be registered in the name or names of the Person or Person specified by the Depositary in a written instrument to the Transfer Agent.

(b) (i) An Officer shall sign the Global Preferred Share for the Corporation, in accordance with the Corporation's by-laws and applicable law, by manual or facsimile signature. The Corporation may, at its option, affix its corporate seal to a Global Preferred Share, in which case an Officer shall attest thereto.

(ii) If an Officer whose signature is on a Global Preferred Share no longer holds that office at the time the Transfer Agent countersigned the Global Preferred Share, the Global Preferred Share shall be valid nevertheless.

(iii) A Global Preferred Share shall not be valid until an authorized signatory of the Transfer Agent manually countersigns Global Preferred Share. Each Global Preferred Share shall be dated the date of its countersignature.

(18) *Appointment of Collateral Agent and Securities Intermediary.* By accepting, purchasing and holding any of the Mandatory Convertible Preferred Stock, Holders of such Mandatory Convertible Preferred Stock appoint Citibank, N.A. to act as Collateral Agent and as Securities Intermediary in accordance with the terms and conditions of the Pledge Agreement and such Holders agree to all the provisions of the Pledge Agreement. If Citibank, N.A. resigns as Collateral Agent and/or as Securities Intermediary pursuant to the terms of the Pledge Agreement, then the Holders of Mandatory Convertible Preferred Stock further agree that such resigning Collateral Agent or Securities Intermediary shall have the right to appoint a successor Collateral Agent and/or Securities Intermediary, as applicable, as more fully described in the Pledge Agreement.

(19) *Miscellaneous*. (a) All notices referred to herein shall be in writing, and, unless otherwise specified herein, all notices hereunder shall be deemed to have been given upon the earlier of receipt

thereof or three Business Days after the mailing thereof if sent by registered or certified mail (unless first-class mail shall be specifically permitted for such notice under the terms of this Certificate of Designations) with postage prepaid, addressed: (i) if to the Corporation, to its office at 500 Huntsman Way, Salt Lake City, Utah 84108 (Attention: the Secretary) or to the Transfer Agent at its Corporate Trust Office, or (ii) if to any Holder of the Mandatory Convertible Preferred Stock or holder of shares of Common Stock, as the case may be, to such Holder at the address of such Holder as listed in the stock record books of the Corporation (which may include the records of any transfer agent for the Mandatory Convertible Preferred Stock or Common Stock, as the case may be), or (iii) to such other address as the Corporation, the Transfer Agent or any such Holder, as the case may be, shall have designated by notice similarly given.

(b) The Corporation shall pay any and all stock transfer and documentary stamp taxes that may be payable in respect of any issuance or delivery of shares of Mandatory Convertible Preferred Stock or shares of Common Stock or other securities issued on account of Mandatory Convertible Preferred Stock pursuant hereto or certificates representing such shares or securities. The Corporation shall not, however, be required to pay any such tax that may be payable in respect of any transfer involved in the issuance or delivery of shares of Mandatory Convertible Preferred Stock or Common Stock or other securities in a name other than that in which the shares of Mandatory Convertible Preferred Stock with respect to which such shares or other securities are issued or delivered were registered, or in respect of any payment to any Person other than a payment to the registered holder thereof, and shall not be required to make any such issuance, delivery or payment unless and until the Person otherwise entitled to such issuance, delivery or payment has paid to the Corporation the amount of any such tax or has established, to the satisfaction of the Corporation, that such tax has been paid or is not payable.

(c) The Liquidation Preference and the annual dividend rate set forth herein each shall be subject to equitable adjustment whenever there shall occur a stock split, combination, reclassification or other similar event involving the Mandatory Convertible Preferred Stock. Such adjustments shall be determined in good faith by the Board and submitted by the Board to the Transfer Agent.

(20) *Definitions*. Unless otherwise defined herein, capitalized terms used in this Certificate of Designations shall have the following meanings:

"Affiliate" shall have the meaning given to that term in Rule 405 promulgated under the Securities Act of 1933, as amended, or any successor rule.

"Agent Members" shall have the meaning set forth in Section 17(a) hereof.

"Applicable Market Value" means the arithmetic average of the volume-weighted average price per share of the Common Stock or securities distributed in a Spin-Off, as applicable, for each of the 20 Trading Days ending on the third Business Day prior to the applicable Conversion Date, as reported by Bloomberg Professional Service for the period beginning at 9:30 am, New York City time, and ending at 4:00 pm, New York City time. If the third Business Day prior to the applicable Conversion Date is not a Trading Day, the 20-day trading period will end on the last Trading Day prior to the third Business Day prior to the applicable Conversion Date. If, on any Trading Day no volume-weighted average price is reported for the Common Stock or securities distributed in a Spin-Off, as applicable, by Bloomberg Professional Service, the Closing Price of the Common Stock or such other securities will be substituted for the volume-weighted average price for such day.

"Bankruptcy Law" means Title 11, United States Code, or any similar federal or state law for the relief of debtors.

"Board" means the Board of Directors of the Corporation.

"Business Day" means any day other than a Saturday or Sunday or any other day on which banks in The City of New York are authorized or required by law or executive order to close.

"Cash Merger" shall have the meaning set forth in Section 10(a) hereof.

"Certificate of Designations" means this Certificate of Designations, Preferences and Rights of 5% Mandatory Convertible Preferred Stock of Huntsman Corporation.

"Certificate of Incorporation" means the Amended and Restated Certificate of Incorporation of the Corporation, as amended from time to time.

"Closing Price" means, as of any date of determination, the closing sale price or, if no closing sale price is reported, the last reported sale price, of the Common Stock or any securities distributed in a Spin-Off, as the case may be, on the New York Stock Exchange on that date. If shares of Common Stock or any such securities distributed in a Spin-Off, as the case may be, are not then traded on the New York Stock Exchange on any date of determination, the Closing Price of Common Stock or such securities on any date of determination means the closing sale price as reported in the composite transactions for the principal U.S. national or regional securities exchange on which the shares of Common Stock or such securities are so listed or quoted, or if the shares of Common Stock or such securities are not so listed or quoted on a U.S. national or regional securities exchange, as reported by the Nasdaq stock market, or, if no closing price for the Common Stock or such securities is so reported, the last quoted bid price for the Common Stock or such securities in the over-the-counter market as reported by the National Quotation Bureau or similar organization, or, if that bid price is not available, the market price of the Common Stock or such securities on that date as determined by a nationally recognized independent investment banking firm retained for this purpose by the Corporation. For the purposes of this Certificate of Designations, all references herein to the closing sale price of the Common Stock on the New York Stock Exchange shall be such closing sale price as reflected on the website of the New York Stock Exchange (www.nyse.com) and as reported by Bloomberg Professional Service; provided that in the event that there is a discrepancy between the closing sale price as reflected on the website of the New York Stock Exchange and as reported by Bloomberg Professional Service, the closing sale price on the website of the New York Stock Exchange shall govern.

"Collateral Agent" means Citibank, N.A., in its capacity as collateral agent under the Pledge Agreement or any successor collateral agent.

"Common Stock" as used in this Certificate of Designations means the Corporation's common stock, par value $0.01 per share, as the same exists at the date of filing of this Certificate of Designations relating to the Mandatory Convertible Preferred Stock, or any other class of stock resulting from successive changes or reclassifications of such Common Stock consisting solely of changes in par value, or from par value to no par value, or from no par value to par value. However, subject to the provisions of Section 14(e), shares of Common Stock issuable on conversion of shares of Mandatory Convertible Preferred Stock shall include only shares of the class designated as Common Stock of the Corporation at the date of the filing of this Certificate of Designations with the Secretary of State of the State of Delaware or shares of any class or classes resulting from any reclassification or reclassifications thereof and which have no preference in respect of dividends or of amounts payable in the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation and which are not subject to redemption by the Corporation; *provided* that if at any time there shall be more than one such resulting class, the shares of each such class then so issuable shall be substantially in the proportion which the total number of shares of such class resulting from all such reclassifications bears to the total number of shares of all classes resulting from all such reclassifications.

"Constituent Person" shall have the meaning set forth in Section 14(e) hereof.

"Conversion Date" shall have the meaning set forth in Section 11(a) hereof.

"Conversion Rate" shall have the meaning set forth in Section 7(b) hereof.

"Corporate Trust Office" means the principal corporate trust office of the Transfer Agent at which, at any particular time, its corporate trust business shall be administered.

"Corporation" shall have the meaning set forth in the Preamble hereof and shall include its successors.

"Current Market Price" means the arithmetic average of the volume-weighted average price per share of the Common Stock on each of the five consecutive Trading Days preceding the earlier of the day preceding the date in question and the day before the "ex date" with respect to the issuance or distribution requiring such computation, as reported by Bloomberg Professional Service for the period beginning on 9:30 a.m., New York City time, and ending at 4:00 p.m. New York City time; *provided*, *however*, that "Current Market Price" for purposes of Section 14(a)(vi) above shall mean the arithmetic average of the volume-weighted average price per share of the Common Stock for each of the ten Trading Days preceding the date fixed for determination, described above. For purposes of this paragraph, the term "ex date," when used with respect to any such issuance or distribution, means the first date on which shares of the Common Stock trade without the right to receive such issuance or distribution. For the purposes of determining the adjustment to the Fixed Conversion Rate for the purposes of Section 14(a)(iv) in the event of a Spin-Off, the "Current Market Price" means the average of the volume-weighted average prices described above for the first ten Trading Days commencing on and including the fifth Trading Day following the "ex-date" for such distribution.

"Custodian" means any receiver, trustee, assignee, liquidator, custodian or similar official under any Bankruptcy Law.

"Depositary" means DTC or its nominee or any successor appointed by the Corporation.

"Dividend Payment Date" means (i) the 16th calendar day of February, May, August and November of each year, or the following Business Day if such day is not a Business Day, prior to the Mandatory Conversion Date and (ii) the Mandatory Conversion Date.

"DGCL" means the Delaware General Corporation Law.

"DTC" means The Depository Trust Company.

"Early Conversion" shall have the meaning set forth in Section 8(a) hereof.

"Early Conversion Date" means the effective date of any early conversion of Mandatory Convertible Preferred Stock pursuant to Section 8 hereof.

"Exchange Property" shall have the meaning set forth in Section 14(e) hereof.

"Expiration Time" shall have the meaning set forth in Section 14(a)(vi) hereof.

"Fair Market Value" means (a) in the case of any Spin-Off, the fair market value of the portion of those shares of capital stock or similar equity interests so distributed applicable to one share of Common Stock as of the fifteenth Trading Day after the "ex-date" for such Spin-Off, and (b) in all other cases the fair market value as determined in good faith by the Board, whose determination shall be conclusive and described in a resolution of the Board.

"Five-Day Average Market Price" as of any date means the arithmetic average of the volume-weighted average price per share of the Common Stock for each of the five Trading Days ending on the last Trading Day preceding the date in question as reported by Bloomberg Professional Service for the period beginning at 9:30 am, New York City time, and ending at 4:00 pm, New York City time. If, on any Trading Day no volume-weighted average price is reported for the Common Stock by Bloomberg Professional Service, the Closing Price of a share of the Common Stock will be substituted for the volume-weighted average price for such day.

"Fixed Conversion Rates" means the Maximum Conversion Rate and the Minimum Conversion Rate.

"Global Preferred Share" shall have the meaning set forth in Section 17(a) hereof.

"Global Shares Legend" shall have the meaning set forth in Section 17(a) hereof.

"Holder" means the Person in whose name the shares of the Mandatory Convertible Preferred Stock are registered, which may be treated by the Corporation and the Transfer Agent as the absolute owner of the shares of Mandatory Convertible Preferred Stock for the purpose of making payment and settling conversions and for all other purposes, except as may otherwise be required by applicable law.

"Initial Price" shall have the meaning set forth in Section 7(b) hereof.

"Junior Securities" shall have the meaning set forth in Section 2 hereof.

"Liquidation Preference" means, as to the Mandatory Convertible Preferred Stock, $50.00 per share, subject to adjustment as provided in Section 19(c).

"Mandatory Conversion Date" means February 16, 2008, or the following Business Day if such day is not a Business Day, or as otherwise treated as having occurred pursuant to Section 10(b)(iii), 10(d) or 14(e), as applicable.

"Market Value" means, with respect to the collateral that secures the Corporation's obligations to pay dividends on the Mandatory Convertible Preferred Stock, the proceeds of the sale of such collateral by the Collateral Agent and/or the Securities Intermediary, pursuant to the Pledge Agreement.

"Maximum Conversion Rate" shall have the meaning set forth in Section 7(b)(iii) hereof.

"Mandatory Convertible Preferred Stock" shall have the meaning set forth in Section 1 hereof.

"Merger Early Conversion" shall have the meaning set forth in Section 10(a) hereof.

"Merger Early Conversion Date" shall have the meaning set forth in Section 10(b)(i) hereof.

"Merger Early Conversion Notice" shall have the meaning set forth in Section 10(c) hereof.

"Minimum Conversion Rate" shall have the meaning set forth in Section 7(b)(i) hereof.

"Non-electing Share" shall have the meaning set forth in Section 14(e) hereof.

"Officer" means the Chief Executive Officer, the Chief Operating Officer, any Vice President, the Chief Financial Officer, the Treasurer, any Assistant Treasurer, the Secretary or any Assistant Secretary of the Corporation.

"Officer's Certificate" means a certificate of the Corporation, signed by any duly authorized Officer of the Corporation.

"Parity Securities" shall have the meaning set forth in Section 2 hereof.

"Person" means a legal person, including any individual, corporation, estate, partnership, joint venture, association, joint-stock company, limited liability company or trust.

"Pledge Agreement" means the agreement, to be dated as of the date of first issuance of the Mandatory Convertible Preferred Stock, by and between the Corporation and Citibank, N.A., acting as collateral agent thereunder for the benefit of the Holders from time to time of the Mandatory Convertible Preferred Stock.

"Prepayment Amount" shall have the meaning set forth in Section 9(a) hereof.

"Preferred Stock Director" shall have the meaning set forth in Section 5(c) hereof.

"Provisional Conversion" means a conversion of all, but not less than all, of the Mandatory Convertible Preferred Stock by the Corporation as set forth in Section 9 hereof.

"Provisional Conversion Date" means the date fixed for conversion of shares of Mandatory Convertible Preferred Stock into shares of Common Stock pursuant to Section 9 above or, if the Corporation shall default in the cash payment required to be made to the Holders in accordance with Section 9, the date on which the Corporation makes such payment.

"Provisional Conversion Notice" means any notice that the Corporation delivers to the Holders pursuant to Section 9(a)(i) or 9(a)(ii) hereof.

"Provisional Conversion Notice Date" means any date on which the Corporation delivers a Provisional Conversion Notice.

"Purchased Shares" shall have the meaning set forth in Section 14(a)(vi) hereof.

"Quarterly Dividend Period" means the period ending on the day before a Dividend Payment Date and beginning on the preceding Dividend Payment Date or, if there is no preceding Dividend Payment Date, on the first date of issuance of the Mandatory Convertible Preferred Stock.

"Record Date" means the first calendar day of the calendar month in which the applicable Dividend Payment Date falls.

"Record Holder" means the Holder of record of the Mandatory Convertible Preferred Stock as it appears on the stock register of the Corporation at the close of business on a Record Date.

"Reorganization Event" shall have the meaning set forth in Section 14(e) hereof.

"Securities Intermediary" means Citibank, N.A. in its capacity as securities intermediary under the Pledge Agreement or any successor securities intermediary.

"Senior Securities" shall have the meaning set forth in Section 2 hereof.

"Spin-Off" means a dividend or other distribution of shares of capital stock of any class or series, or similar equity interests, of or relating to a direct or indirect subsidiary or other business unit of the Corporation.

"Surplus" means "surplus," as such term is defined in the DGCL, or, in the case that there shall be no surplus, net profits for the fiscal year in which a dividend is declared and/or the preceding fiscal year.

"Surplus Shortfall Notice" shall have the meaning set forth in Section 1 of the Pledge Agreement.

"Surviving Corporation" shall have the meaning set forth in Section 10(b) hereof.

"Threshold Appreciation Price" shall have the meaning set forth in Section 7(b) hereof.

"Trading Day" means a day on which the Common Stock:

(a) is not suspended from trading on at least one national or regional securities exchange or association or over-the-counter market at the close of business; and

(b) has traded at least once on the national or regional securities exchange or association or over-the-counter market that is the primary market for the trading of the Common Stock.

"Transfer Agent" means The Bank of New York acting as transfer agent, registrar and paying agent for the Mandatory Convertible Preferred Stock, and its successors and assigns.

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Designations to be duly executed by the undersigned this 15th day of February, 2005,

HUNTSMAN CORPORATION

By: /s/ PETER R. HUNTSMAN

Peter R. Huntsman
President and Chief Executive Officer

EXHIBIT A

FORM OF 5% MANDATORY CONVERTIBLE PREFERRED STOCK

FACE OF SECURITY

SEE REVERSE
FOR LEGEND

Number: [•]

5% Mandatory Convertible Preferred Stock [ ] Shares

HUNTSMAN CORPORATION CUSIP NO.: 44701120 6

This certifies that Cede & Co. is the owner of fully paid and non-assessable shares of the 5% Mandatory Convertible Preferred Stock, par value $0.01 each, of Huntsman Corporation (hereinafter called the Corporation), transferable on the books of the Corporation by the holder hereof in person or by duly authorized attorney, upon surrender of this Certificate properly endorsed. This Certificate and the shares represented hereby are issued and shall be held subject to all the provisions of the Certificate of Incorporation and Certificate of Designations of the Corporation and all amendments thereto (copies of which are on file at the office of the transfer agent) to all of which the holder of this Certificate by acceptance hereof assents. This Certificate is not valid until countersigned by the transfer agent and registered by the registrar.

Witness the seal of the Corporation and the signatures of its duly authorized officers.

Dated:

HUNTSMAN CORPORATION

By: _____

President and Chief Executive Officer

ATTEST:

_____

Secretary

Countersigned and Registered
THE BANK OF NEW YORK,
Transfer Agent and Registrar

By: _____

Authorized Signature

REVERSE OF SECURITY

HUNTSMAN CORPORATION

The shares of 5% Mandatory Convertible Preferred Stock (the "Mandatory Convertible Preferred Stock") will automatically convert on February 16, 2008 into a number of shares of Common Stock, par value $0.01 per share, of the Corporation (the "Common Stock") as provided in the Certificate of Designations, Preferences and Rights of the 5% Mandatory Convertible Preferred Stock of the Corporation (the "Certificate of Designations"). The shares of the Mandatory Convertible Preferred Stock are also convertible at the option of the holder into shares of Common Stock prior to February 16, 2008 as provided in the Certificate of Designations. The shares of Mandatory Convertible Preferred Stock are also convertible at the option of the Corporation upon the occurrence of certain events prior to February 16, 2008 as provided in the Certificate of Designations. The preceding description is qualified in its entirety by reference to the Certificate of Designations, a copy of which will be furnished by the Corporation to any stockholder without charge upon request addressed to the Secretary of the Corporation at its principal office or to the transfer agent named on the face of this certificate.

The Corporation will furnish to any stockholders, upon request, and without charge, a full statement of the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights. Any such request should be addressed to the Secretary of the Corporation at its principal office or to the Transfer Agent named on the face of this certificate.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE CORPORATION OR THE TRANSFER AGENT NAMED ON THE FACE OF THIS CERTIFICATE, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO., OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL IN AS MUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE CERTIFICATE OF DESIGNATIONS. IN CONNECTION WITH ANY TRANSFER, THE HOLDER WILL DELIVER TO THE TRANSFER AGENT NAMED ON THE FACE OF THIS CERTIFICATE SUCH CERTIFICATES AND OTHER INFORMATION AS SUCH TRANSFER AGENT MAY REASONABLY REQUIRE TO CONFIRM THAT THE TRANSFER COMPLIES WITH THE FOREGOING RESTRICTIONS.

ASSIGNMENT

For value received, *hereby sell, assign and transfer unto*

Please Insert Social Security or
Other Identifying Number of Assignee

(Please Print or Typewrite Name and Address, Including Zip Code, of Assignee)

shares of the capital stock represented by the within Certificate, and do hereby irrevocably constitute and appoint

Attorney to transfer the said stock on the books of the within named Corporation with full power of substitution in the premises.

Dated

NOTICE: The Signature to this Assignment Must Correspond with the Name As Written Upon the Face of the Certificate in Every Particular, Without Alteration or Enlargement or Any Change Whatever.

SIGNATURE GUARANTEED

(Signature Must Be Guaranteed by a Member of a Medallion Signature Program)

QuickLinks

Exhibit 10.1

REGISTRATION RIGHTS AGREEMENT

BY AND AMONG

HUNTSMAN CORPORATION,

HUNTSMAN FAMILY HOLDINGS COMPANY LLC,

MATLINPATTERSON GLOBAL OPPORTUNITIES PARTNERS L.P.,

MATLINPATTERSON GLOBAL OPPORTUNITIES PARTNERS B L.P.,

MATLINPATTERSON GLOBAL OPPORTUNITIES PARTNERS (BERMUDA) L.P.,

CONSOLIDATED PRESS (FINANCE) LIMITED

AND

EACH OF THE OTHER STOCKHOLDER SIGNATORIES

DATED AS OF FEBRUARY 10, 2005

REGISTRATION RIGHTS AGREEMENT

This REGISTRATION RIGHTS AGREEMENT (this "Agreement") dated as of February 10, 2005, by and among Huntsman Corporation, a Delaware corporation (the "Corporation"), Huntsman Family Holdings Company LLC, a Utah limited liability company ("Family Holdings"), MatlinPatterson Global Opportunities Partners L.P., a Delaware limited partnership, MatlinPatterson Global Opportunities Partners B, L.P., a Delaware limited partnership, MatlinPatterson Global Opportunities Partners (Bermuda), L.P., a Bermuda limited partnership, Consolidated Press (Finance) Limited, a public company incorporated in the State of New South Wales ("CPF"), and each Stockholder of the Corporation listed on the signature pages of this Agreement.

NOW, **THEREFORE**, in consideration of the premises and the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

AGREEMENT:

The parties hereby agree as follows:

1. Definitions.

As used in this Agreement, the following terms will have the following meanings:

"Affiliate" means, with respect to any Person, a Person directly or indirectly Controlling, Controlled by, or under common Control with such Person;*provided*, that in no event shall the Corporation be deemed an Affiliate of Family Holdings or MatlinPatterson.

"Average Share Price" means the quotient obtained by dividing (a) the sum of the volume-weighted average price per share of the Common Stock for each of the ten (10) days of trading occurring immediately prior to the date of such determination, as reported by Bloomberg Professional Service for the period during each trading day beginning at 9:30 a.m., New York City time and ending at 4:00 p.m., New York City time, by (b) ten (10) days.

"Common Stock" means shares of the Corporation's common stock, par value $0.01 per share.

"Control" means the possession, directly or indirectly, through one or more intermediaries, by any Person or group (within the meaning of Section 13(d)(3) under the Exchange Act) of both of the following: (a) in the case of a corporation, more than 25% of the direct or indirect economic interest in the outstanding equity securities thereof; in the case of a limited liability company, partnership, limited partnership or venture, the right to more than 25% of the distributions therefrom (including liquidating distributions); in the case of a trust or estate, including a business trust, more than 25% of the beneficial interest therein; and in the case of any other entity, more than 25% of the economic or beneficial interest therein; and (b) in the case of any entity, the power or authority, through ownership of voting securities, by contract or otherwise, to control or direct the management and policies of the entity.

"CPF Registrable Securities" means shares of Common Stock owned directly or indirectly by CPF or any of its Affiliates, and securities issued in respect thereof by way of conversion, dividend or stock split or stock issuance or in connection with a combination of shares, recapitalization, reclassification, merger, sale of assets, consolidation, reorganization or otherwise, to CPF; *provided*, *however*, a Registrable Security shall cease to be a Registrable Security to the extent so provided in Section 2.

"Demand Registration" has the meaning set forth in Section 3(a).

"Earnout Agreement" means that certain Earnout Agreement, dated as of June 29, 2002, by and among Consolidated Press Holdings Limited, Conpress International (Netherlands Antilles) N.V., Jon M. Huntsman and Family Holdings, as amended from time to time.

"Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time.

"Exchange Agreement" means that certain Agreement to Exchange LLC Interests, dated as of the date hereof, among the Corporation, CPF and Huntsman Holdings, LLC.

"Family Holdings Registrable Securities" means shares of Common Stock owned directly or indirectly by Family Holdings or any of its Affiliates (including those shares owned directly by HMP Equity Trust and allocable to the HMP Equity Trust Class B Units), and securities issued in respect thereof by way of conversion, dividend or stock split or stock issuance or in connection with a combination of shares, recapitalization, reclassification, merger, sale of assets, consolidation or reorganization or otherwise, to Family Holdings; *provided*, *however*, a Family Holdings Registrable Security shall cease to be a Family Holdings Registrable Security to the extent so provided in Section 2. For avoidance of doubt, Family Holdings Registrable Securities shall include those shares of Common Stock held directly by HMP Equity Trust other than those shares that constitute MatlinPatterson Registrable Securities; *provided*, *however*, that for purposes of any allocation under Section 3 or 4 hereof that is done on the basis of the number of Registrable Securities held by any holder, to the extent any shares of Common Stock constitute the Escrowed Corporation Interest under the HMP Equity Trust, such shares will be deemed to be allocated equally between MatlinPatterson and Family Holdings until such shares are actually allocated under the HMP Equity Trust.

"Governmental Entity" means any federal, state, political subdivision or other governmental agency or instrumentality, foreign or domestic.

"HMP Equity Trust" means HMP Equity Trust, a Delaware statutory trust, formed pursuant to a certificate of trust filed February 9, 2005.

"IPO" means the initial offering of shares of Common Stock to the public in a transaction registered under the Securities Act.

"Majority" means 50.1% or more.

"MatlinPatterson" means MatlinPatterson Global Opportunities Partners L.P., MatlinPatterson Global Opportunities Partners B L.P., and MatlinPatterson Global Opportunities Partners (Bermuda), L.P., collectively.

"MatlinPatterson Registrable Securities" means shares of Common Stock owned directly or indirectly by MatlinPatterson or any of its Affiliates, (including those shares owned directly by HMP Equity Trust and allocable to the HMP Equity Trust Class A Units) and securities issued in respect thereof by way of conversion, dividend or stock split or stock issuance or in connection with a combination of shares, recapitalization, reclassification, merger, sale of assets, consolidation, reorganization or otherwise, to MatlinPatterson; *provided*, *however*, a MatlinPatterson Registrable Security shall cease to be a MatlinPatterson Registrable Security to the extent so provided in Section 2. For avoidance of doubt, MatlinPatterson Registrable Securities shall include those shares of Common Stock held by HMP Equity Trust the economic interest in which is allocated to the membership interest in HMP Equity Trust owned by MatlinPatterson; *provided*, *however*, that for purposes of any allocation under Section 3 or 4 hereof that is done on the basis of the number of Registrable Securities held by any holder, to the extent any shares of Common Stock constitute the Escrowed Corporation Interest under the HMP Equity Trust, such shares will be deemed to be allocated equally between MatlinPatterson and Family Holdings until such shares are actually allocated under the HMP Equity Trust.

"Other Stockholder Registrable Securities" means shares of Common Stock owned directly or indirectly by Stockholders who are a party to this Agreement (other than MatlinPatterson, Family Holdings or CPF) originally acquired in exchange for its interests in Huntsman Holdings or HH Preferred Member, and securities issued in respect thereof by way of conversion, dividend or stock split or stock issuance or in connection with a combination of shares, recapitalization, reclassification, merger, sale of assets, consolidation or reorganization or otherwise, *provided*, *however,* an Other

Stockholder Registrable Security shall cease to be an Other Stockholder Registrable Security to the extent so provided in Section 2.

"Person" means any individual, partnership, corporation, limited liability company, firm, corporation, association, joint venture, trust or other entity, or any Governmental Entity.

"Piggyback Registration" has the meaning set forth in Section 4(a).

"Registration Expenses" has the meaning set forth in Section 8(a).

"Registrable Securities" means the Family Holdings Registrable Securities, the MatlinPatterson Registrable Securities, the CPF Registrable Securities and the Other Stockholders Registrable Securities.

"SEC" means the Securities and Exchange Commission or any other federal agency at the time administering the Securities Act and the Exchange Act.

"Securities Act" means the Securities Act of 1933, as amended from time to time.

"underwritten registration" or "underwritten offering" means any registration in which securities of the Corporation are sold pursuant to a firm commitment underwriting.

"Warrants Registration Rights Agreement" means that certain Registration Rights Agreement dated as of May 9, 2003 among HMP Equity Holdings Corporation, Huntsman Holdings LLC, Huntsman Group Inc., Huntsman Family Holdings Company LLC, MatlinPatterson Global Opportunities Partners L.P. and Credit Suisse First Boston LLC and CIBC World Markets Corp., as Initial Purchasers.

"Warrant Related Registrable Securities" means "Registrable Securities" under the Warrant Registration Rights Agreement, including any Common Stock of the Corporation issued in exchange for the Warrants of HMP Equity Holdings Corporation.

2. Securities Subject to this Agreement.

The securities entitled to the benefits of this Agreement are the Registrable Securities but, with respect to any particular Registrable Security, only so long as such security continues to be a Registrable Security. A Registrable Security shall cease to be a Registrable Security when (i) it has been disposed of in a transaction registered under the Securities Act, (ii) it has been sold pursuant to Rule 144 under the Securities Act, (iii) an opinion of counsel to the Corporation (the form and scope of which shall be reasonably satisfactory to the holder of such Registrable Security) shall have been delivered to such holder, or an opinion of counsel to the holder of such Registrable Security (the form and scope of which shall be reasonably satisfactory to the Corporation), shall have been delivered to the Corporation, in either case to the effect that such Registrable Security may be publicly offered for sale in the United States without restriction as to manner of sale and amount of securities sold and without registration or other restriction under the Securities Act, and the Corporation shall have offered to deliver replacement certificates for such securities that do not bear any restrictive legend, or (iv) it has been sold or transferred in a private transaction in which the transferor's rights under this Agreement are not assigned to the transferee.

3. Demand Registration.

(a) *Requests for Registration.* Subject to the provisions of Section 3(b), at any time after the closing of the IPO any holder or holders of a Majority of the then outstanding MatlinPatterson Registrable Securities or Family Holdings Registrable Securities may request a registration by the Corporation under the Securities Act of all or part of its or their MatlinPatterson Registrable Securities or Family Holdings Registrable Securities, as applicable, (a "Demand Registration"); *provided*, that the

number of MatlinPatterson Registrable Securities or Family Holdings Registrable Securities requested to be registered represents at least 3% of the Corporation's then outstanding Common Stock. Within 15 days following receipt of any such request, the Corporation will provide written notice of such registration request to all holders of Registrable Securities and will, subject to the provisions of Section 3(a)(i) and (ii), Section 3(c) and Section 3(d), include in such registration all Registrable Securities with respect to which the Corporation has received written requests for inclusion therein within 20 days after distribution to the applicable holder of the Corporation's notice. All Demand Registration requests made pursuant to this Section 3(a) will specify the number of Registrable Securities to be registered and will also specify the intended method of disposition thereof, which may include the sale of securities on a continuous or delayed basis. If such method of disposition is through an offering that is not underwritten and that is on a continuous or delayed basis under Rule 415 or any successor role under the Securities Act, then:

(i) the Corporation agrees to effect a registration and all qualifications and compliance as would permit or facilitate the sale and distribution on a continuous basis of such portion of the requesting holders' Registrable Securities as are specified in such request plus any portion of the Registrable Securities of holders who request inclusion in such registration; provided, however, that the Corporation shall not be required to include more than $300 million of MatlinPatterson Registrable Securities, $200 million of Family Holdings Registrable Securities, and $50 million of CPF Registrable Securities and Other Stockholder Registrable Securities. If the number of CPF Registrable Securities and Other Stockholder Registrable Securities requested to be included exceeds the amount that the Corporation is required to include in such registration statement, then the available space in such registration statement shall be allocated pro rata among the holders of such Registrable Securities requesting to be included in the registration on the basis of the total number of Registrable Securities held by their respective holders; and

(ii) the Corporation agrees that (A) if it did not include in such registration all of the MatlinPatterson Registrable Securities requested to be included, then at any time when the amount of MatlinPatterson Registrable Securities remaining unsold under the registration statement is less than $200 million, it will promptly file a new or additional registration statement for additional sales of MatlinPatterson Registrable Securities as shall then permit sales of at least $300 million of MatlinPatterson Registrable Securities in the aggregate, (B) if it did not include in such registration all of the Family Holdings Registrable Securities requested to be included therein, then at any time when the amount of Family Holdings Registrable Securities remaining unsold under the registration statement is less than $135 million, it will promptly file a new or additional registration statement for such additional sales of Family Holdings Registrable Securities as shall then permit sales of at least $200 million of Family Holdings Registrable Securities in the aggregate, and (C) if it did not include in such registration all of the CPF Registrable Securities and Other Stockholder Registrable Securities requested to be included therein, then at any time when the amount of CPF Registrable Securities and other Stockholder Registrable Securities remaining unsold under the registration statement is less than $10 million, it will promptly file a new or additional registration statement for such additional sales as shall then permit sales of at least $50 million of CPF Registrable Securities and Other Stockholder Registrable Securities in the aggregate.

(iii) At any time after the Registrable Securities become eligible for registration on Form S-3 or any comparable or successor form or forms, the Corporation shall have the right to withdraw any registration made under Section 3(a)(i) so long as it replaces such registration with an effective registration statement under Form S-3 pursuant to Section 5 hereof.

(b) *Number of Registrations.* The holders of MatlinPatterson Registrable Securities and Family Holdings Registrable Securities will be entitled to request an unlimited number of Demand

Registrations; *provided*, *however*, that if a requested registration could be effected pursuant to Section 5 hereof, it shall be deemed a registration requested under Section 5 rather than under this Section 3.

(c) *Limitation on Rights of Corporation or Other Securityholders to Piggyback on Demand Registrations.* Neither the Corporation nor any of its securityholders has any right to include any of the Corporation's securities in a registration statement initiated as a Demand Registration under this Section 3 if such Demand Registration is an underwritten offering unless (i) such securities are of the same class as the Registrable Securities being registered and (ii) the Corporation, or the selling securityholders, as applicable, agree to sell their securities on the same terms and conditions as apply to the Registrable Securities being registered and the holders thereof. If any securityholders of the Corporation (other than the holders of Registrable Securities in such capacity and, if required by the Warrants Registration Rights Agreement holders, of Warrant Related Registrable Securities) register securities of the Corporation in a Demand Registration (in accordance with the provisions of this Section 3(c)), such securityholders will pay the fees and expenses of counsel to such securityholders and their pro rata share of the Registration Expenses if such pro rata share of the Registration Expenses for such registration are not paid by the Corporation for any reason. The Corporation, any holder of Registrable Securities and any such other securityholder may withdraw their securities from a Demand Registration at any time prior to the date such Demand Registration becomes effective with the SEC; *provided*, *however,* if the Demand Registration is an underwritten offering and there is an underwriting agreement in place, they may do so only on the reasonable and customary terms agreed upon by the managing underwriters for such offering.

(d) *Priority on Demand Registrations.* If a Demand Registration is an underwritten offering and the managing underwriters advise the Corporation and the selling holders of the Registrable Securities requested to be registered during the 20-day period set forth in Section 3(a) hereof in writing that in their opinion the number of such Registrable Securities requested to be included exceeds the number of securities which can be sold in such offering without materially and adversely affecting the proposed offering or the offering price, the Corporation will include in such registration only the number of such Registrable Securities (and, if required by the Warrants Registration Rights Agreement, Warrant Related Registrable Securities) which in the opinion of such underwriters can be sold without materially and adversely affecting the proposed offering or the offering price, and such securities will be allocated among the holders of such Registrable Securities (and, if required by the Warrants Registration Rights Agreement, the holders of Warrant Related Registrable Securities) requesting to be included in the registration pro rata on the basis of the total number of Registrable Securities (and, if required by the Warrants Registration Rights Agreement, Warrant Related Registrable Securities requested to be included in such registration) requested to be included therein by each such holder. If securities (other than Registrable Securities and, if applicable, Warrant Related Registrable Securities) are proposed to be included by the Corporation or its other securityholders in a Demand Registration which is an underwritten offering (subject to and in accordance with the provisions of Section 3(c)) and the managing underwriters advise the Corporation and the selling holders in writing that some but not all of said other securities can be sold without materially and adversely affecting the proposed offering or the offering price in such underwritten offering, in addition to all of the Registrable Securities (and, if required by the Warrants Registration Rights Agreement, Warrant Related Registrable Securities) being registered, those securities which are permitted to be included will be allocated (i) first, to the Corporation and (ii) second, to the other securityholders, allocated among them in such proportions as such securityholders and the Corporation may agree.

(e) *Selection of Underwriters.* If any Demand Registration is an underwritten offering or a best efforts underwritten offering, the investment banker or investment bankers and manager or managers that will administer the offering will be selected by the holders of a Majority (by number of shares) of the MatlinPatterson Registrable Securities and Family Holdings Registrable Securities requested to be

included in such offering; *provided*, *however*, that such investment bankers and managers must be reasonably satisfactory to the Corporation.

(f) *Other Registration Rights Agreements.* Without the prior written consent of the holders of a Majority of the MatlinPatterson Registrable Securities and of a Majority of the Family Holdings Registrable Securities, the Corporation will not enter into any agreement with any holder or prospective holder of any securities of the Corporation after the date hereof (except for the assumption of those certain registration obligations under the Warrants Registration Rights Agreement in connection with the issuance of Common Stock in exchange for the warrants and warrant shares of HMP Equity Holdings Corporation) which grants to such holder or prospective holder any registration rights unless such agreement and the rights granted thereunder are subject and subordinate to the rights of holders hereunder. As of the date hereof, the only agreements with any holder of any securities of the Corporation which grant registration rights are this Agreement and the Warrants Registration Rights Agreement.

(g) *Withdrawal by Holders of Registrable Securities.* The initiating holders of Registrable Securities may withdraw a Demand Request at any time and under any circumstances.

4. Piggyback Registrations.

(a) *Right to Piggyback.* If at any time after consummation of the IPO the Corporation proposes to register any equity securities under the Securities Act in connection with the public offering of such securities (other than a registration relating to employee or director benefit plans or a corporate reorganization, mergers or acquisition, or a registration on any form that does not permit inclusion of sales of Registrable Securities), whether such offering is a primary offering by the Corporation or a secondary offering by holders of the Corporation's securities or both (a "Piggyback Registration"), the Corporation will give written notice to all holders of Registrable Securities of its intention to effect such a registration as soon as practicable, but in no event less than 20 days prior to the anticipated filing date of the initial registration statement related thereto; *provided*, that such notice shall indicate the number of shares proposed to be registered, the proposed means of distribution of such securities and the proposed managing underwriters of such offering, if any. Subject to the provisions of Sections 4(b) and (c), the Corporation will include in such Piggyback Registration all Registrable Securities with respect to which the Corporation has received written requests for inclusion therein within 20 days after delivery of the Corporation's notice. The holders of Registrable Securities will be permitted to withdraw all or any part of such holder's Registrable Securities from a Piggyback Registration at any time prior to the date such Piggyback Registration becomes effective with the SEC; *provided*, *however*, if the Piggyback Registration is an underwritten offering and there is an underwriting agreement in place, the holders of Registrable Securities may do so only on the reasonable and customary terms agreed upon by the managing underwriters for such offering. If a Piggyback Registration is an underwritten offering effected (i) under Section 4(b), all Persons whose securities are included in the Piggyback Registration will be obligated to sell their securities on the same terms and conditions as apply to the securities being issued and sold by the Corporation or (ii) under Section 3(a) or 4(c), all Persons whose securities are included in the Piggyback Registration will be obligated to sell their securities on the same terms and conditions as apply to the securities being sold by the Person or Persons who initiated the Piggyback Registration under Section 3(a) or 4(c). The foregoing notwithstanding, if, at any time after giving written notice of a Piggyback Registration but prior to the effective date of the registration statement filed in connection therewith, the Corporation shall determine for any reason not to register the securities described in its notice of its intention to file a registration statement, the Corporation shall give prompt written notice of such determination to the holders of Registrable Securities and thereupon shall be relieved of its obligation to register any Registrable Securities in such registration.

(b) *Priority on Primary Registrations.* If a Piggyback Registration is an underwritten primary registration on behalf of the Corporation, and the managing underwriters advise the Corporation in

writing that in their opinion the total number of securities requested to be included in such registration exceeds the number of securities (the "Primary Limit") which can be sold in such offering without materially and adversely affecting the offering or the offering price, the Corporation will include in such registration securities not in excess of the Primary Limit in the following order: (i) first, all securities the Corporation proposes to sell, (ii) second, up to the full number of Registrable Securities and Warrant Related Registrable Securities requested to be included in such registration by holders of Registrable Securities and the holders of Warrant Related Registrable Securities (if such number together with the securities included pursuant to clause (i) exceeds the Primary Limit, the securities to be registered shall be allocated among the holders of Registrable Securities and the holders of Warrant Related Registrable Securities requesting to be included in the registration pro rata among them on the basis of the total number of Registrable Securities and Warrant Related Registrable Registrable Securities requested to be included in such registration (provided that the number of Registrable Securities to be registered shall be allocated among the holders of Registrable Securities requesting to be included in the registration pro rata on the basis of the total number of Registrable Securities held by their respective holders requesting inclusion in the registration)), (iii) third, up to the full number of securities requested to be included in such registration by other holders of securities entitled to include securities in such Piggyback Registration (if such number (together with the number of securities pursuant to clauses (i) and (ii)) exceeds the Primary Limit, the other securities to be registered shall be allocated pro rata among such holders on the basis of the number of securities requested to be included therein by each such holder), and (iv) fourth, such additional securities (which together with those securities included in (i), (ii) and (iii) do not exceed the Primary Limit) as may be agreed upon by the Corporation and any other securityholders; *provided*, *however*, that in connection with any such registration that occurs within 180 days of consummation of the IPO as among the holders of Registrable Securities the right to include such securities shall be allocated (A) first, to the holders of Family Holdings Registrable Securities up to a number of shares determined by dividing (x) the difference between $150 million and the amount of proceeds previously received by holders of Family Holdings Registrable Securities from registered sales by (y) the Average Share Price on the date of the notice from the Corporation provided for in Section 4(a), (B) second, to the holders of MatlinPatterson Registrable Securities and CPF Registrable Securities (allocated among the holders of MatlinPatterson Registrable Securities and CPF Registrable Securities requesting to be included in the registration pro rata on the basis of the total number of Registrable Securities held by holders requesting inclusion in the registration) up to a number of shares determined by dividing (x) the difference between $400 million and the amount of proceeds previously received by holders of MatlinPatterson Registrable Securities and CPF Registrable Securities from registered sales by (y) the Average Share Price on the date of the notice from the Corporation provided for in Section 3(a) and (C) third, pro rata among all holders of Registrable Securities requesting inclusion in such Piggyback Registration on the basis of the total number of Registrable Securities requested to be included therein by each such holder.

(c) *Priority on Secondary Registrations.* If a Piggyback Registration is an underwritten secondary registration on behalf of holders of the Corporation's securities pursuant to the exercise of such holders' demand registration rights or otherwise (other than a Demand Registration), and the managing underwriters advise the Corporation in writing that in their opinion the number of securities requested to be included in such registration exceeds the number of securities which can be sold in such offering without materially and adversely affecting the offering or the offering price (the "Secondary Limit"), the Corporation will include in such registration securities not in excess of the Secondary Limit in the following order: (i) first, up to the full number of Registrable Securities and Warrant Related Registrable Securities proposed to be included therein (if such number exceeds the Secondary Limit, the securities to be registered shall be allocated among the holders of Registrable Securities and the holders of Warrant Related Registrable Securities requesting to be included in the registration pro rata among them on the basis of the total number of Registrable Securities and Warrant Related Registrable Securities, requested to be included in such registration (provided that the number of Registrable

Securities to be registered shall be allocated among the holders of Registrable Securities requesting to be included in the registration pro rata on the basis of the total number of Registrable Securities held by their respective holders requesting inclusion in the registration)), (ii) up to the full number of securities the Corporation proposes to sell, (iii) up to the full number of securities requested to be included in such registration by other holders of securities permitted to include securities in such Piggyback Registration, (if such number (together with the number of securities included pursuant to clauses (i) and (ii)) exceeds the Secondary Limit, the other securities to be registered shall be allocated pro rata among such holders on the basis of the number of securities requested to be included therein by each such holder) and (iv) any additional securities (which together with those securities included pursuant to clauses (i), (ii) and (iii) do not exceed the Secondary Limit) as may be agreed upon by the Corporation and any other securityholders.

(d) *Selection of Underwriters.* If any Piggyback Registration is a primary registration of an underwritten offering for the Corporation, the Corporation will have the sole right to select the investment banker or bankers and manager or managers to administer the offering. If any Piggyback Registration is an underwritten secondary registration on behalf of holders of the Corporation's securities pursuant to exercise of such holders' demand registration rights, the selection of the investment banker or bankers and manager or managers shall be made in the manner agreed solely among the Corporation and such holders initiating the demand registration rights or otherwise causing such registration to occur.

(e) *Limitation.* No Piggyback Registration effected under this Section 4 shall be deemed to constitute a Demand Registration or to have been effected pursuant to Section 3 hereof or shall release the Corporation of its obligations to effect any Demand Registration upon request as provided under Section 3 hereof.

5. Form S-3 Registrations.

(a) After its IPO, the Corporation shall use its commercially reasonable efforts to qualify for registration on Form S-3 or any comparable or successor form or forms. After such qualification, in case the Corporation shall receive from any holder or holders of a Majority of the then outstanding (x) MatlinPatterson Registrable Securities or (y) Family Holdings Registrable Securities, a written request or requests that the Corporation effect a registration on Form S-3 with respect to all or a part of the Registrable Securities owned by such holder or holders, the Corporation agrees:

(i) to promptly (and in any event no more than 15 days following receipt of any such request) give notice of the proposed registration and any related qualification or compliance, to the other holders of Registrable Securities;

(ii) to effect a registration and all qualifications and compliance as would permit or facilitate the sale and distribution on a continuous basis of such portion of the requesting holders' Registrable Securities as are specified in such request plus any portion of the Registrable Securities of holders who join in such request by written notice to the Corporation given within 20 days after receipt of notice pursuant to clause (i) from the Corporation; *provided*, *however*, that the Corporation shall not be required to include more than $300 million of MatlinPatterson Registrable Securities, $200 million of Family Holdings Registrable Securities, and $50 million of CPF Registrable Securities and Other Stockholder Registrable Securities; *provided*, *further*, that the Corporation shall not be obligated to effect any such registration, qualification, or compliance pursuant to this Section 5: (A) if Form S-3 is not available for such offering or (B) if the Corporation has within the six (6) month period preceding the date of such request already effected a registration on Form S-3 pursuant to a request made under this Section 5. If the number of CPF Registrable Securities and Other Stockholder Registrable Securities requested to be included exceeds the amount that the Corporation is required to include in such registration

statement, then the available space in such registration statement shall be allocated pro rata among the holders of such Registrable Securities requesting to be included in the registration on the basis of the total number of Registrable Securities held by their respective holders.

(b) Notwithstanding Section 5(a)(ii)(B), the Corporation agrees that (i) if it did not include in such registration all of the MatlinPatterson Registrable Securities requested to be included then at any time when the amount of MatlinPatterson Registrable Securities remaining unsold under the registration statement is less than $200 million, it will promptly file a new or additional registration statement for additional sales of MatlinPatterson Registrable Securities as shall then permit sales of at least $300 million of MatlinPatterson Registrable Securities in the aggregate, (ii) if it did not include in such registration all of the Family Holdings Registrable Securities requested to be included therein then at any time when the amount of Family Holdings Registrable Securities remaining unsold under the registration statement is less than $135 million, it will promptly file a new or additional registration statement for such additional sales of Family Holdings Registrable Securities as shall then permit sales of at least $200 million of Family Holdings Registrable Securities in the aggregate, and (iii) if it did not include in such registration all of the CPF Registrable Securities and Other Stockholder Registrable Securities requested to be included therein then at any time when the amount of CPF Registrable Securities and Other Stockholder Registrable Securities remaining unsold under the registration statement is less than $10 million**,** it will promptly file a new or additional registration statement for such additional sales as shall then permit sales of at least $50 million of CPF Registrable Securities and Other Stockholder Registrable Securities in the aggregate.

6. Deferral of Filing; Preemption.

(a) *Deferral of Filing.* Anything herein to the contrary notwithstanding, the Corporation may defer the filing of any registration statement otherwise required to be filed by it pursuant to Section 3 for up to 90 days if the Corporation notifies each requesting holder promptly after such request that the Corporation's Board of Directors has determined in its good faith judgment that the requested registration and offering would require disclosure of pending or contemplated matters or information, the disclosure of which would likely be detrimental to the Corporation or materially interfere with its or its subsidiaries business or a pending or contemplated material transaction involving the Corporation or any of its subsidiaries which period may be extended for up to an additional 90 days upon a subsequent determination by the Board of Directors in good faith that the conditions for deferral still exist. In addition to the foregoing deferral rights, the Corporation shall not be required to file any registration statement pursuant to Section 3 (i) within 90 days after the effectiveness of a registration statement relating to a Demand Registration or (ii) within 180 days (or such shorter period as may be permitted by the underwriters lock-up agreement, if any) after the effectiveness of a registration statement referred to in Section 4 unless the number of securities held by holders of Registrable Securities included in such prior registration statement referred to in this clause (ii) was less than 80% of the number of shares such holders requested to include in which event the period of delay under this clause (ii) shall be 90 days.

(b) *Preemption by the Corporation.* Anything herein to the contrary notwithstanding, in the event the Corporation reasonably expects to file, within 60 days of a demand for registration, a registration statement pertaining to securities for the account of the Corporation (except a registration statement relating to employee or director benefit plans or a corporate reorganization, merger or acquisition, or a registration on any form that does not permit inclusion of sales of Registrable Securities) then such request shall constitute a request made pursuant to Section 4 hereof to include in such registration statement all Registrable Securities subject to such request and the Corporation shall not be obligated to file a separate registration statement for the Registrable Securities subject to such request; *provided*, that the Corporation is actively employing good faith reasonable efforts to cause such registration statement to be filed and to become effective.

(c) *Termination of Deferral Period.* In the case of a deferral pursuant to Section 6(a), the deferral period shall terminate upon the earlier of the completion or abandonment of the relevant securities offering or sale, or other pending or contemplated material transaction. After the termination or expiration of any deferral period and without further request from the holders of Registrable Securities, the relevant Demand Registration shall be reinstated, and the Corporation shall effect the filing of the relevant Demand Registration unless the initiating holders shall have, prior to the filing of such registration, withdrawn the initial request.

7. Registration Procedures.

(a) Subject to the terms hereof, whenever the holders of Registrable Securities have requested that any Registrable Securities be registered in accordance with the terms and conditions of this Agreement, the Corporation will use its reasonable best efforts to effect the registration and to permit the sale of such Registrable Securities in accordance with the intended method of disposition thereof, and pursuant thereto the Corporation will promptly:

(i) prepare and file with the SEC, subject to the availability of all required consents of independent accountants (which the Corporation agrees to use all reasonable efforts to obtain), not later than the later of 60 days after receipt of a request to file a registration statement with respect to such Registrable Securities a registration statement with respect to such Registrable Securities and the business day after the date the lock-up agreement of the Corporation expires under the Underwriting Agreement related to the IPO, and use its reasonable best efforts to cause such registration statement to become effective; *provided*, that each such registration statement will be on a form for which the Corporation then qualifies, which is available for the sale of the Registrable Securities in accordance with the intended method of disposition thereof, and will provide for the registration of at least such number of shares as shall have been demanded be registered; *provided*, *however*, that before filing a registration statement or prospectus or any amendments or supplements thereto, the Corporation will furnish to each of the holders including shares therein, and the managing underwriters, if any, draft copies of all such documents proposed to be filed a reasonable period prior to such filing, which documents will be subject to the reasonable review of each of such holders, and the managing underwriters, if any, and their respective agents and representatives and the Corporation will not include in any registration statement information concerning or relating to the holders including shares therein to which any such affected holder shall reasonably object in writing (unless the Corporation reasonably determines that the inclusion of such information is required by applicable law or the regulations of any securities exchange to which the Corporation may be subject or is required to prevent a material omission or misstatement in the filing);

(ii) notify each seller of Registrable Securities of any stop order issued by the SEC and take all reasonable actions required to prevent the entry of such stop order or to remove it at the earliest possible time if entered;

(iii) prepare and file with the SEC such amendments and supplements to such registration statement and the prospectus used in connection therewith as may be necessary to keep such registration statement effective for a period of not less than 120 days, or such shorter period as may be required if all Registrable Securities covered by such registration statement are sold prior to the expiration of such 120-day period (except in connection with an underwritten offering, in which case such registration statement shall be kept effective as long as the underwriters reasonably request in the underwriting agreement); *provided*, *however*, that (i) such 120-day period shall be extended for a period of time equal to the period the holder of such Registrable Securities refrains from selling any securities included in such registration at the request of the underwriter under any other registration statement of the Corporation; and (ii) in the case of any registration of Registrable Securities under Section 3 (if requested by the holder entitled to a Demand

Registration thereunder) and/or under Section 5 hereof on Form S-3 that are intended to be offered on a continuous or delayed basis, such 120-day period shall be extended, if necessary, to keep the registration statement effective until all such Registrable Securities are sold, provided that Rule 415, or any successor rule under the Securities Act, permits an offering on a continuous or delayed basis, and provided further that applicable rules under the Securities Act governing the obligation to file a post-effective amendment permit, in lieu of filing a post-effective amendment that (x) includes any prospectus required by Section 10(a)(3) of the Act or (y) reflects facts or events representing a material or fundamental change in the information set forth in the registration statement, the incorporation by reference of information required to be included in (x) and (y) above to be contained in periodic reports filed pursuant to Section 13 or 15(d) of the Exchange Act in the registration statement; and comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement during such period in accordance with the intended methods of disposition by the sellers thereof set forth in such registration statement;

(iv) furnish without charge to each seller and managing underwriters of Registrable Securities such number of copies of such registration statement, each amendment and supplement thereto (in each case including all exhibits thereto), the prospectus included in such registration statement (including each preliminary, final, summary, amended or supplemented prospectus) and such other documents as such seller and managing underwriters may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such seller;

(v) use its reasonable best efforts to register or qualify such Registrable Securities under such other securities or blue sky laws of such jurisdictions within the United States as any seller reasonably requests, keep such registrations or qualifications in effect for so long as the registration statement remains in effect, and do any and all other acts and things which may be reasonably necessary or advisable to enable such seller to consummate the disposition in such jurisdictions of the Registrable Securities owned by such seller; *provided*, *however*, that the Corporation will not be required to (i) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section 7(a)(v), (ii) subject itself to taxation in any such jurisdiction or (iii) consent to general service of process in any such jurisdiction;

(vi) use its reasonable best efforts to cause the Registrable Securities covered by such registration statement to be registered with or approved by such other Governmental Entities within the United States as may be necessary to enable the seller or sellers thereof to consummate the disposition of such Registrable Securities in accordance with the intended methods of disposition set forth in such registration statement;

(vii) notify each seller of such Registrable Securities, at any time when a registration statement is effective or any prospectus to such Registrable Securities is required to be delivered under the Securities Act, if such registration statement, prospectus or any document incorporated therein by reference contains an untrue statement of a material fact or omits to state any material fact necessary to make the statements therein not misleading in light of the circumstance then existing, and prepare and file promptly with the SEC a supplement or amendment to such prospectus or any such document incorporated therein by reference so that, as thereafter delivered to the purchasers of such Registrable Securities, such prospectus will not contain an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein not misleading in light of the circumstance then existing;

(viii) use its reasonable best efforts to cause all such Registrable Securities to be listed on each securities exchange on which similar securities issued by the Corporation are then listed or traded;

(ix) provide a transfer agent and registrar for all Registrable Securities and a CUSIP number for all such Registrable Securities, in each case not later than the effective date of such registration statement;

(x) enter into such customary agreements (including an underwriting agreement in customary form with customary lock-up provisions not to exceed 90 days from the date of the prospectus) and take such other customary actions in connection therewith as the holders of a Majority of the Registrable Securities being registered or the managing underwriters, if any, reasonably request in order to expedite or facilitate the disposition of such Registrable Securities; and make such representations and warranties and provide such indemnities with respect to the registration statement, post-effective amendment or supplement thereto, prospectus or any amendment or supplement thereto, and documents incorporated by reference, if any, to the managing underwriters of the Registrable Securities, in form, substance and scope as are customarily made by the Corporation in connection with offerings of Registrable Securities in transactions of such kind;

(xi) make available for inspection by any underwriter participating in any disposition pursuant to such registration statement, and any attorney, accountant or other agent retained by any such underwriter, and counsel to the sellers of Registrable Securities all financial and other records, pertinent corporate documents and properties of the Corporation and its subsidiaries, and cause the Corporation's officers, directors and employees and accountants to supply all information reasonably requested by any such underwriter, attorney, accountant or agent and counsel to the sellers of Registrable Securities in connection with such registration statement or as may be necessary, in the opinion of such sellers' or underwriters' counsel to conduct a reasonable investigation within the meaning of the Securities Act, in each case upon receipt of an appropriate confidentiality agreement;

(xii) in the case of an underwritten offering (or, in the case of an offering that is not underwritten, upon the request of any holder of Registrable Securities covered by a registration statement and at such holder's expense), obtain opinions of counsel to the Corporation and updates thereof (the form, scope and substance of which opinions shall be reasonably satisfactory to the managing underwriters, if any, or the holder, as applicable, and addressed to each of the underwriters, if any, or the holder, as applicable) covering the matters customarily covered in opinions requested in underwritten offerings;

(xiii) in the case of an underwritten offering (or, in the case of an offering that is not underwritten, upon the request of any holder of Registrable Securities covered by a registration statement and at such holder's expense), use their reasonable best efforts to obtain a "cold comfort" letter and updates thereto from the Corporation's independent public accountants (and, if necessary, any other independent certified public accountants of any subsidiary of the Corporation or of any business acquired by the Corporation for which financial statements and financial data is, or is required to be, included in the registration statement), in customary form and covering such matters of the type customarily covered by cold comfort letters, as the managing underwriters, or the holder, as applicable, reasonably request;

(xiv) notify each holder of Registrable Securities covered by a registration statement and the managing underwriters, if any, promptly, (i) (A) when a prospectus or any prospectus supplement or post-effective amendment is proposed to be filed, and (B) with respect to a registration statement or any post-effective amendment, when the same has become effective, (ii) of any request by the SEC or any other Governmental Entity for amendments or supplements to a registration statement or related prospectus or for additional information, (iii) of the issuance by any state securities commission, any other Governmental Entity or any court of any order or injunction suspending or enjoining the use of a prospectus or the effectiveness of a registration

statement or the initiation of any proceedings for that purpose, and (iv) of the receipt by the Corporation of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Securities for sale in any jurisdiction, or the initiation or threatening of any proceeding for such purpose; and

(xv) otherwise use its reasonable best efforts to comply with all applicable rules and regulations of the SEC, and generally make available to its security holders, as soon as reasonably practicable, an earnings statement covering the period of at least twelve months, but not more than eighteen months, beginning with the first month after the effective date of the registration statement, which earnings statement will satisfy the provisions of Section 11(a) of the Securities Act and may be prepared in accordance with Rule 158 under the Securities Act.

(b) The Corporation may require each seller of Registrable Securities as to which any registration is being effected to furnish to the Corporation in writing such information regarding the seller and the distribution of such securities as the Corporation may from time to time reasonably request.

8. Registration Expenses.

(a) All expenses incident to the Corporation's performance of or compliance with this Agreement, including without limitation all registration and filing fees, fees and expenses of compliance with securities or blue sky laws (including reasonable fees and disbursements of counsel for the underwriters in connection with blue sky qualifications of the Registrable Securities), messenger, telephone and delivery expenses, and fees and disbursements of counsel for the Corporation and of the Corporation's independent certified public accountants (including the expenses of any special audit or "cold comfort" letters required by or incident to such performance), fees and expenses of underwriters customarily paid by issuers of securities (including liability insurance if the Corporation so desires), all expenses relating to the preparation, printing, distribution and reproduction of the registration statement and prospectus and any amendment or supplement to the foregoing, certificates representing the Registrable Securities and all other documents relating to any of the foregoing, the reasonable fees and expenses of any special experts retained by the Corporation or at the request of the managing underwriters in connection with such registration and fees and expenses of other Persons retained by the Corporation, and the reasonable fees and disbursements of one counsel for sellers of Registrable Securities; but excluding underwriting discounts, commissions, fees, discounts and commissions of brokers and dealers and capital gains, income and transfer taxes, if any, relating to any sale of Registrable Securities and the fees and disbursements of counsel for the holders of Registrable Securities (other than as set forth above), will be borne and paid promptly by the Corporation (all such expenses being herein called "Registration Expenses").

(b) Subject to Section 8(a) above, in connection with each registration hereunder, the holders of Registrable Securities included therein shall be responsible for all fees and disbursements of their counsel and for (i) all underwriting discounts or other commissions, fees, discounts and commissions of brokers and dealers payable by them as selling securityholders and (ii) capital gains, income and transfer taxes, if any, relating to the sale of such Registrable Securities.

9. Indemnification; Contribution.

(a) *Indemnification by Corporation.* In the event any Registrable Securities are included in a registration statement pursuant to this Agreement, the Corporation shall indemnify and hold harmless each holder of such Registrable Securities, its employees, officers, directors, agents and constituent partners and each Person who controls such holder (within the meaning of the Securities Act and the Exchange Act) against all losses, claims, damages, liabilities (joint or several) and expenses (or actions in respect thereof) in connection with any sale of Registrable Securities pursuant to a registration statement arising out of or based upon (i) any violation or alleged violation of the Securities Act, the

Exchange Act or any state securities law, or any rule or regulation promulgated thereunder by the Corporation or any of its employees, officers, directors or agents or (ii) any untrue or alleged untrue statement of a material fact contained in any registration statement or preliminary or final prospectus relating to the registration of such Registrable Securities or any amendment or supplement thereto or any document incorporated by reference therein or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, except insofar as the same are contained in any information furnished in writing to the Corporation by or on behalf of such holder or other indemnified Person expressly for use therein or are caused by such holder's failure to deliver a copy of the registration statement or prospectus or any amendments or supplements thereto after the Corporation has furnished such holder with a sufficient number of copies of the same. Subject to the provisions of Section 9(c), the Corporation will pay, indemnify, hold harmless and reimburse each holder of Registrable Securities, its officers, directors, agents, constituent partners and controlling Persons for any reasonable legal and other expenses as incurred in connection with investigating or defending any such losses, claims, damages, liabilities, expenses or actions for which such Person is entitled to indemnification hereunder. In connection with a firm commitment or best efforts underwritten offering, the Corporation will indemnify the underwriters or agents, their officers, directors, constituent partners and each Person who controls such underwriters (within the meaning of the Securities Act and the Exchange Act) or agents to the same extent as provided above (or such greater extent as may be customarily required by the managing underwriters) with respect to the indemnification of the holders of Registrable Securities.

(b) *Indemnification by Holder of Registrable Securities.* In connection with any registration statement in which a holder of Registrable Securities is participating, such holder shall indemnify and hold harmless the Corporation, its employees, directors, agents and officers, each Person who controls the Corporation (within the meaning of the Securities Act and the Exchange Act) and all other prospective sellers and their respective directors, officers, agents and controlling Persons (within the meaning of the Securities Act and the Exchange Act) against any losses, claims, damages, liabilities (joint and several) and expenses (or actions in respect thereof) arising out of or based upon any untrue or alleged untrue statement of a material fact or any omission or alleged omission of a material fact required to be stated in any registration statement or preliminary or final prospectus relating to the registration of such Registrable Securities or any amendment thereof or supplement thereto or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, to the extent, but only to the extent, that such untrue or alleged untrue statement or omission or alleged omission is contained in any written information or affidavit furnished by or on behalf of such holder specifically for use in such registration statement or prospectus and then only to the extent of the total net proceeds received by such holder of Registrable Securities (after deducting any discounts, commissions and similar fees applicable thereto) in consideration of the Registrable Securities sold by such holder in connection with such registration. Subject to the provisions of Section 9(c), the holders of Registrable Securities participating in any registration will pay, indemnify, hold harmless and reimburse (without duplication), to the extent of the total net proceeds received by the holders of Registrable Securities (after deducting any discounts, commissions and similar fees applicable thereto and after taking into account any indemnity payments pursuant to the immediately preceding sentence), the Corporation, its officers, directors and controlling Persons and all other prospective sellers and their respective directors, agents, officers and controlling Persons for any reasonable legal and other expenses as incurred in connection with investigation or defending any such losses, claims, damages, liabilities, expenses or actions.

(c) *Conduct of Indemnification Proceedings.* Any Person entitled to indemnification hereunder will (i) give prompt notice to the indemnifying party of any claim with respect to which it seeks indemnification (but omission of such notice shall not relieve the indemnifying party from liability hereunder except to the extent such indemnifying party is actually prejudiced by such failure to give

notice) and (ii) unless in such indemnified party's reasonable judgment a conflict of interest may exist between such indemnified and indemnifying parties with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. The indemnifying party will not be subject to any liability for any settlement made without its consent. No indemnifying party will consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of an unconditional release from all liability in respect to such claim or litigation and does not subject the indemnified party to any material injunctive relief or other material equitable remedy. An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim will not be obligated to pay the fees and expenses of more than one counsel (in addition to any local counsel) for all parties indemnified by such indemnifying party with respect to such claim.

(d) *Contribution.* If the indemnification provided for in Section 9(a) or Section 9(b) is unavailable or insufficient to hold harmless each of the indemnified parties against any losses, claims, damages, liabilities and expenses (or actions in respect thereof) to which such parties may become subject under the Securities Act, then the indemnifying party shall, in lieu of indemnifying each party entitled to indemnification hereunder, contribute to the amount paid or payable by such party as a result of such losses, claims, damages, liabilities or expenses in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and such indemnified parties on the other in connection with the statements or omissions or alleged statements or omissions that resulted in such losses, claims, damages, liabilities or expenses. The relative fault of such parties shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact, or omission or alleged omission to state a material fact, relates to information supplied by or concerning the indemnifying party on the one hand, or by such indemnified party on the other, and such party's relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 9(d) were determined by pro rata allocation or by any other allocation that does not take into account the equitable considerations referred to in this Section 9(d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages, liabilities or expenses referred to above shall be deemed to include (subject to the limitations set forth in Section 9(b) or 9(c) hereof) any legal or other fees or expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action, proceeding or claim. Notwithstanding the provisions of this Section 9(d), no seller of Registrable Securities shall be required to contribute any amount in excess of the amount by which the proceeds received by such seller from the sale of any Registrable Securities (after deducting any fees, discounts and commissions applicable thereto) exceeds the amount of any damages which such seller has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No Person guilty of fraudulent misrepresentation within the meaning of the Act shall be entitled to contribution from any Person that is not guilty of such fraudulent misrepresentation.

(e) *Priority of Indemnification.* Notwithstanding the foregoing, to the extent that provisions on indemnification and contribution contained in the underwriting agreement entered into in connection with an underwritten offering are in conflict with the foregoing, the provisions of the underwriting agreement shall prevail (in respect of any party to this Agreement that also is a party to the underwriting agreement).

(f) *Payment.* The indemnification and contribution required by this Section 9 shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as and when bills are received or expense, loss, damage or liability is incurred.

(g) *Beneficiaries of Indemnification.* The obligations of the Corporation and the holders of Registrable Securities under this Section 9 shall be in addition to any liability that they may otherwise have.

10. Rule 144.

The Corporation covenants that after the consummation of the IPO it will use its reasonable best efforts to timely file the reports required to be filed by it under the Securities Act and the Exchange Act and the rules and regulations adopted by the SEC thereunder (or, if the Corporation is not required to file such reports, it will, upon the request of any holder of Registrable Securities, make publicly available such information), all to the extent required from time to time to enable such holder to sell Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by (a) Rule 144 under the Securities Act, as such Rule may be amended from time to time, or (b) any similar rule or regulation hereafter adopted by the SEC. Upon the request of any holder of Registrable Securities, the Corporation will deliver to such holder a written statement as to whether it has complied with such requirements.

11. Participation in Underwritten Registrations; Market Stand-Off Agreement.

(a) *Participation in Underwritten Registration.* No Person may participate in any underwritten registration hereunder unless such Person (i) agrees to sell such Person's securities on the basis provided in any underwriting arrangements approved by the Persons entitled hereunder to approve such arrangements and (ii) completes and executes all customary questionnaires, powers of attorney, underwriting agreements, lock-ups and other documents required under the terms of such underwriting arrangements, *provided*, that in the case of any holder of CPF Registrable Securities, the terms of such underwriting arrangements, powers of attorney, underwriting agreements, lock-ups and other documents shall be no less favorable to such holder than those applicable to any holder of Family Holdings Registrable Securities or MatlinPatterson Registrable Securities participating in such registration.

(b) *Market Stand-Off Agreement.* Each holder of Registrable Securities agrees, whether or not it is participating in such registration statement, that it shall not, to the extent requested by an underwriter of Common Stock (or other securities of the Corporation), sell or otherwise transfer or dispose of any securities of the Corporation (other than those included in the registration) during the 90 day period following the effective date of a registration statement filed under the Securities Act relating to an underwritten offering by such underwriter with gross proceeds to the sellers in such offering of at least $100 million if such holder and it Affiliates, collectively, own, directly or indirectly (including any shares which such holder or its Affiliate has the right to acquire) 5% or more of the outstanding Common Stock. In order to enforce the foregoing covenant, the Corporation may impose stop-transfer instructions with respect to the securities of the Corporation owned by holders of Registrable Securities until the end of such 90 day period.

12. Miscellaneous.

(a) *Right to Suspend.* The Corporation may, by notice in writing to each holder of Registrable Securities, require the holder of Registrable Securities to suspend use of any prospectus included in a registration statement filed hereunder if the Corporation reasonably determines that it contains an untrue statement of a material fact or omits to state any material fact necessary to make the statements therein not misleading or that any transaction in which the Corporation is engaged or proposes to engage, or any event that has occurred or is expected to occur, would require an amendment to such registration statement or an amendment or supplement to such prospectus (including any such amendment or supplement made through incorporation by reference to a report filed under Section 13 of the Exchange Act). Each holder of Registrable Securities agrees that, upon receipt of any notice from the Corporation of the happening of any event of the kind described in this Section 12(a), such

holder will forthwith discontinue disposition of Registrable Securities pursuant to the registration statement covering such Registrable Securities until such holder's receipt of the copies of a properly supplemented or amended prospectus, and, if so directed by the Corporation, such holder will deliver to the Corporation all copies, other than permanent file copies, then in such holder's possession, of the most recent prospectus covering such Registrable Securities at the time of receipt of such notice. In the event the Corporation gives any such notice, the time period mentioned in Section 7(a)(iii), if applicable, will be extended by the number of days during the period from and including the date of the giving of such notice to and including the date when each seller of Registrable Securities covered by such registration statement has received the copies of such supplemented or amended prospectus. The Corporation agrees to use its reasonable best efforts to cause any suspension of use of any prospectus pursuant to this paragraph to be as short a period of time as possible, including filing an amendment or supplement to such prospectus or registration statement to correct such untrue statement of material fact or material omission within 30 days following the date of the notice delivered to the holders of Registrable Securities pursuant to the first sentence of this Section 12(a).

(b) *Remedies.* No holder of Registrable Securities shall have any right to take any action to restrain, enjoin or otherwise delay any registration as a result of any controversy that might arise with respect to the interpretation or implementation of this Agreement.

(c) *Amendments and Waivers.* The provisions of this Agreement may not be amended, modified or supplemented, unless the Corporation has obtained the written consent of (i) the holders of at least a Majority of the outstanding Registrable Securities and if such amendment, modification or supplement adversely affects the rights of the holders of MatlinPatterson Registrable Securities, the written consent of the holders of at least a Majority of the outstanding MatlinPatterson Registrable Securities, (ii) if such amendment, modification or supplement adversely affects the rights of the holders of Family Holdings Registrable Securities, the consent of the holders of at least a Majority of the outstanding Family Holdings Registrable Securities and (iii) if such amendment, modification or supplement adversely affects the rights of the holders of CPF Registrable Securities or Other Stockholder Registrable Securities, the consent of the holders of at least a Majority of the outstanding CPF Registrable Securities and Other Stockholder Registrable Securities voting together. Each holder of any Registrable Securities at the time or thereafter shall be bound by any consent authorized by this Section 12(b), whether or not such holder consented or whether or not such Registrable Securities have been marked to indicate such consent.

(d) *Registrable Securities Held by the Corporation or its Subsidiaries.* Whenever the consent or approval of holders of all or any specified percentage of Registrable Securities is required hereunder, Registrable Securities held by the Corporation or any of its subsidiaries will not be counted in determining whether such consent or approval was given by such holders.

(e) *Notices.* All notices or other communications provided for hereunder shall be in writing and shall be effective (i) on the day on which delivered if delivered personally or transmitted by telex or telegram or telecopier with evidence of receipt, (ii) one business day after the date on which the same is delivered to a nationally recognized overnight courier service (or in the case of any notice to or from CPF, three business days after the date on which the same is delivered to an internationally recognized courier service) with evidence of receipt, or (iii) other than any notice to or from CPF, five days after the date on which the same is deposited, postage prepaid, in the U.S. mail, sent by certified or registered mail, return receipt requested, and addressed to the party to be notified at the address indicated below for the Corporation, or at the address for the holder of the Registrable Securities set forth in a registry maintained by the Corporation or in case of Family Holdings, MatlinPatterson and CPF the address set forth on the signature page of this Agreement, or at such other address and/or telecopy or telex number and/or to the attention of such other person as the Corporation or the holder of the Registrable Securities may designate by ten-day advance written notice.

(f) *Successors and Assigns.* This Agreement will inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties. The registration rights granted by this Agreement may not be transferred or assigned by operation of law or in connection with any transfer or assignment of Registrable Securities except to (i) persons who after such transfer would own beneficially at least 3% of the outstanding Common Stock, (ii) charitable organizations and foundations who are transferees of the Family Holdings Registrable Securities and (iii) any Affiliate transferee of Family Holdings, MatlinPatterson or CPF who (A) after such transfer would own beneficially at least 1% of the outstanding Common Stock or (B) is the transferee of all of the remaining shares of Common Stock owned by the transferor, then in each case only upon notification to the Corporation in writing and agreement by such transferee to the rights and obligations of this Agreement. Any assignment by the Corporation of this Agreement shall not relieve the Corporation of its obligations hereunder.

(g) *Counterparts.* This Agreement may be executed in one or more counterparts and by the parties hereto in separate counterparts, all of which will constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered (including by facsimile) to the other parties.

(h) *Headings.* The headings in this Agreement are for convenience of reference only and will not limit or otherwise affect the meaning hereof.

(i) *Governing Law; Jurisdiction.* This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to conflict of law principles. Any holder of Registrable Securities may bring any action or proceeding to enforce or arising out of this Agreement or in the instruments and agreements annexed hereto in any court of competent jurisdiction.

(j) *Severability.* In the event that any one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions contained herein will not be affected or impaired thereby.

(k) *Termination of Registration Rights.* The rights of any holder hereunder to request a Demand Registration pursuant to Section 3 with respect to any Registrable Securities shall terminate with respect to such holder at such time as the holder shall own less than 5% of the outstanding Common Stock.

(l) *Entire Agreement.* This Agreement is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein with respect to the registration rights granted by the Corporation with respect to the Registrable Securities. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

HUNTSMAN CORPORATION

By: /s/ SAMUEL D. SCRUGGS

Name:
Title:

Corporation Address:

Huntsman Corporation
500 Huntsman Way
Salt Lake City, Utah 84108
Attention: Office of the General Counsel
Facsimile: (801) 584-5782

HUNTSMAN FAMILY HOLDINGS COMPANY LLC

By: By: /s/ DAVID HUNTSMAN

Name:
Title:

Family Holdings Address:

Huntsman Family Holdings Company LLC
c/o Office of the Chairman of the Board of
Directors of Huntsman Corporation
500 Huntsman Way
Salt Lake City, Utah 84108
Attention: Jon M. Huntsman
Facsimile: (801) 584-5782

MATLINPATTERSON GLOBAL OPPORTUNITIES PARTNERS L.P.

By: MatlinPatterson Global Advisors LLC, as its investment advisor

By: /s/ DAVID J. MATLIN

Name:
Title:

MatlinPatterson Address:

MatlinPatterson Global Opportunities Partners, L.P.
500 Madison Avenue
New York, New York 10022
Attention: David Matlin
Facsimile: ( )

With a copy to:

Whalen LLP
600 Anton Boulevard, 18th Floor
Costa Mesa, California 92626
Attention: Michael P. Whalen
Facsimile: (714) 384-4341

MATLINPATTERSON GLOBAL OPPORTUNITIES PARTNERS B L.P.

By: MatlinPatterson Global Advisors LLC, as its investment advisor

By: /s/ DAVID J. MATLIN

Name:
Title:

MatlinPatterson Address:

MatlinPatterson Global Opportunities Partners, L.P.
500 Madison Avenue
New York, New York 10022
Attention: David Matlin
Facsimile: ( )

With a copy to:

Whalen LLP
600 Anton Boulevard, 18th Floor
Costa Mesa, California 92626
Attention: Michael P. Whalen
Facsimile: (714) 384-4341

MATLINPATTERSON GLOBAL OPPORTUNITIES PARTNERS (BERMUDA) L.P.

By: MatlinPatterson Global Advisors LLC, as its investment advisor

By: /s/ DAVID J. MATLIN

Name:
Title:

MatlinPatterson Address:

MatlinPatterson Global Opportunities Partners, L.P.
500 Madison Avenue
New York, New York 10022
Attention: David Matlin
Facsimile: ( )

With a copy to:

Whalen LLP
600 Anton Boulevard, 18th Floor
Costa Mesa, California 92626
Attention: Michael P. Whalen
Facsimile: (714) 384-4341

CONSOLIDATED PRESS (FINANCE) LIMITED

By: /s/ GRAHAM CUBBIN

Name: Graham Cubbin
Title: Director

CPF Notice Address:

Consolidated Press (Finance) Limited
Third Level, 54-58 Park Street
Sydney NSW 2000, Australia
Attention: Graham A. Cubbin
Facsimile: 011 (612) 9267-4455

With a copy to:

Freehills
Level 32, MLC Centre
19-29 Martin Place
Sydney NSW 2000, Australia
Attention: John Nestel, Partner
Facsimile: 011 (612) 9322-4000

HUNTSMAN CANCER FOUNDATION

By: /s/ DAVID H. HUNTSMAN

Name: David H. Huntsman
Title: President and Chief Executive Officer

Foundation Address:

Huntsman Cancer Foundation
500 Huntsman Way
Salt Lake City, Utah 84108
Attention: Thomas Muir
Facsimile: ( )

/s/ PETER R.HUNTSMAN

Peter Huntsman

Address:

Facsimile: ( )

/s/ J. KIMO ESPLIN

J. Kimo Esplin

Address:

Facsimile: ( )

/s/ SAMUEL D. SCRUGGS

Samuel D. Scruggs

Address:

Facsimile: ( )

/s/ DAVID S. PARKIN

David S. Parkin

Address:

Facsimile: ( )

/s/ L. RUSSELL HEALY

L. Russell Healy

Address:

Facsimile: ( )

/s/ SEAN DOUGLAS

Sean Douglas

Address:

Facsimile: ( )

/s/ KEVIN C. HARDMAN

Kevin C. Hardman

Address:

Facsimile: ( )

/s/ JOHN R. HESKETT

John R. Heskett

Address:

Facsimile: ( )

Lou Adimare

Address:

Facsimile: ( )

QuickLinks

Exhibit 10.2

PLEDGE, ASSIGNMENT AND COLLATERAL AGENCY AGREEMENT

PLEDGE, ASSIGNMENT AND COLLATERAL AGENCY AGREEMENT, dated as of February 16, 2005 (this "Agreement"), by and between HUNTSMAN CORPORATION, a corporation organized and existing under the laws of the State of Delaware (the "Pledgor"), and CITIBANK, N.A., a national banking association organized and existing under the laws of the United States of America, acting in its capacity (i) as collateral agent hereunder (including any successor thereto, the "Collateral Agent") for the benefit of the holders from time to time of the Pledgor's 5% Mandatory Convertible Preferred Stock (the "Mandatory Convertible Preferred Stock"), and (ii) as securities intermediary (including any successor thereto, the "Securities Intermediary").

W I T N E S S E T H T H A T:

WHEREAS, in connection with the issuance of the Mandatory Convertible Preferred Stock, the Pledgor is required to and will deliver or cause to be delivered to the Collateral Agent at its office located at 388 Greenwich Street, 14th Floor, New York, New York 10013, the Collateral (as defined below) for the sole benefit of the Collateral Agent (acting for the benefit of the holders from time to time of the Mandatory Convertible Preferred Stock) and maintained by the Securities Intermediary, in each case in accordance with and subject to the terms of this Agreement; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the Pledgor and the Collateral Agent and the Securities Intermediary hereby agree as follows:

SECTION 1. *Definitions.* As used in this Agreement, the following initially capitalized terms have the following meanings:

"**Agreement**" is defined in the preamble to this Agreement.

"**Authorized Person of the Pledgor**" is defined in Section 4 hereof.

"**Bankruptcy Law**" means Title 11, United States Code, or any similar federal or state law for the relief of debtors.

"**Certificate of Designations**" means the Certificate of Designations, Preferences and Rights of 5% Mandatory Convertible Preferred Stock filed by the Huntsman Corporation with the Secretary of State of Delaware on February 15, 2005.

"**Collateral**" is defined in Section 2 hereof.

"**Collateral Accounts**" is defined in Section 2(m) hereof.

"**Collateral Agent**" is defined in the preamble to this Agreement.

"**Collateral Release Request**" means a collateral release request in the form of Exhibit C hereto (i) executed by the Pledgor and containing a certification by the Pledgor that the Pledgor has transferred an amount in cash to the Paying Agent equal to the aggregate amount of dividends payable on the Mandatory Convertible Preferred Stock on the Dividend Payment Date immediately following the date of such Collateral Release Request and (ii) countersigned by the Paying Agent to confirm to the Collateral Agent that the Paying Agent has received such cash payment from the Pledgor.

"**Dividend Collateral Accounts**" is defined in Section 2(l) hereof.

"**Dividend Collateral Account No. 1**" is defined in Section 2(a) hereof.

"**Dividend Collateral Account No. 2**" is defined in Section 2(b) hereof.

"**Dividend Collateral Account No. 3**" is defined in Section 2(c) hereof.

"**Dividend Collateral Account No. 4**" is defined in Section 2(d) hereof.

"**Dividend Collateral Account No. 5**" is defined in Section 2(e) hereof.

"**Dividend Collateral Account No. 6**" is defined in Section 2(f) hereof.

"**Dividend Collateral Account No. 7**" is defined in Section 2(g) hereof.

"**Dividend Collateral Account No. 8**" is defined in Section 2(h) hereof.

"**Dividend Collateral Account No. 9**" is defined in Section 2(i) hereof.

"**Dividend Collateral Account No. 10**" is defined in Section 2(j) hereof.

"**Dividend Collateral Account No. 11**" is defined in Section 2(k) hereof.

"**Dividend Collateral Account No. 12**" is defined in Section 2(l) hereof.

"**Dividend Obligations**" means, with respect to any Dividend Payment Date, all obligations of the Pledgor under the Certificate of Designations to pay any dividend declared to be due and payable on such Dividend Payment Date, whether or not such amounts are actually paid on such date, and shall, in any event, include any such Obligations that are not lawfully payable on such Dividend Payment Date for any reason (including, but not limited to, the Pledgor having insufficient Surplus to pay the Surplus Shortfall Amount) but become lawfully payable at a later date.

"**Dividend Payment Date**" means (i) the 16th calendar day of February, May, August, and November of each year, beginning May 16, 2005, or the following Business Day if such day is not a Business Day, prior to the Mandatory Conversion Date and (ii) the Mandatory Conversion Date.

"**Dividend Satisfaction Amout**" is defined in Section 6(g) hereof.

"**Eighth Dividend Payment Date**" means February 16, 2007, or the following Business Day if such day is not a Business Day.

"**Eleventh Dividend Payment Date**" means November 16, 2007, or the following Business Day if such day is not a Business Day.

"**Event of Default**" means the occurrence of any one of the following:

(i) the Pledgor, pursuant to or under or within the meaning of any Bankruptcy Law:

(1) commences a voluntary case or proceeding;

(2) consents to the entry of an order for relief against it in an involuntary case or proceeding or the commencement of any case against it;

(3) consents to the appointment of a Custodian of it or for any substantial part of its property;

(4) files a petition in bankruptcy or answer or consent seeking reorganization or relief; or

(5) consents to the filing of such petition or the appointment of or taking possession by Custodian; or

(ii) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(1) is for relief against the Pledgor in an involuntary case or proceeding, or adjudicates the Pledgor insolvent or bankrupt;

(2) appoints a Custodian of the Pledgor or for any substantial part of its property; or

(3) orders the winding up or liquidation of the Pledgor and the order or decree remains unstayed and in effect for 60 days.

"**Fifth Dividend Payment Date**" means May 16, 2006, or the following Business Day if such day is not a Business Day.

"**First Dividend Payment Date**" means May 16, 2005, or the following Business Day if such day is not a Business Day.

"**Fourth Dividend Payment Date**" means February 16, 2006, or the following Business Day if such day is not a Business Day.

"**Holders**" or "**holders**" shall mean the holders of record, from time to time, of the Mandatory Convertible Preferred Stock.

"Mandatory Conversion Date" means February 16, 2008, or the following Business Day is such day is not a Business Day.

"**Mandatory Convertible Preferred Stock**" is defined in the preamble to this Agreement.

"Market Value" is defined in Section 6(i) hereof.

"**Maturing Proceeds**" means, with respect to each Dividend Payment Date, the cash proceeds received by the Securities Intermediary upon the maturity of the U.S. Treasuries deposited in the relevant Dividend Collateral Account.

"**Ninth Dividend Payment Date**" means May 16, 2007, or the following Business Day if such day is not a Business Day.

"**Obligations**" means the Dividend Obligations referred to in Sections 2(a)-(m) hereof.

"**Optional Conversion**" is defined in Section 6(e) hereof.

"**Paying Agent**" means The Bank of New York acting in its capacity as paying agent for the Pledgor for the Mandatory Convertible Preferred Stock, or its successor.

"**Pledgor**" is defined in the preamble to this Agreement.

"**Provisional Conversion**" is defined in Section 6(f) hereof.

"**Second Dividend Payment Date**" means August 16, 2005, or the following Business Day if such day is not a Business Day.

"**Securities Intermediary**" is defined in the preamble to this Agreement.

"**Seventh Dividend Payment Date**" means November 16, 2006, or the following Business Day if such day is not a Business Day.

"**Sixth Dividend Payment Date**" means August 16, 2006, or the following Business Day if such day is not a Business Day.

"**Surplus Collateral Account**" is defined in Section 2(m) hereof.

"**Surplus Shortfall Notice**" means, with respect to any Dividend Payment Date, a notice by the Pledgor to the Collateral Agent that (i) in order to be effective, must be received by the Collateral Agent on or prior to the last day of the calendar month preceding the calendar month in which such Dividend Payment Date occurs, (ii) instructs the Collateral Agent not to remit or cause the Securities Intermediary to remit to the Paying Agent on such Dividend

Payment Date an amount ("Surplus Shortfall Amount") equal to all or a portion of the Maturing Proceeds and/or the proceeds received by the Securities Intermediary from the sale or liquidation of any Collateral held in the Surplus Collateral Account, and (iii) certifies that the Pledgor's board of directors has determined that the Pledgor does not have sufficient Surplus to pay the Surplus Shortfall Amount described in clause (ii) above as dividends to the Holders.

"**Tenth Dividend Payment Date**" means August 16, 2007, or the following Business Day if such day is not a Business Day.

"**Third Dividend Payment Date**" means November 16, 2005, or the following Business Day if such day is not a Business Day.

"**Twelfth Dividend Payment Date**" means the Mandatory Conversion Date, February 16, 2008, or the following Business Day if such day is not a Business Day.

"**UCC**" is defined in Section 5(a) hereof.

"**U.S. Treasuries**" is defined in Section 2(a) hereof.

Capitalized terms used but not otherwise defined herein have the meanings given in the Certificate of Designations.

SECTION 2. *Pledge and Assignment.* The Pledgor hereby grants to the Collateral Agent for its own benefit and for the benefit of the Holders a security interest in, and express right of setoff against, all of the right, title and interest of the Pledgor in, to and under the following property, whether now owned or existing or hereafter from time to time acquired or coming into existence (collectively, the "Collateral"):

(a) to secure the Pledgor's Dividend Obligations with respect to the First Dividend Payment Date, the securities account maintained by the Securities Intermediary and identified in Part I of Exhibit A hereto as Dividend Collateral Account No. 1 (the "Dividend Collateral Account No. 1"); all security entitlements arising from any financial assets credited thereto (including, without limitation, all U.S. Treasury Securities or strips (the "U.S. Treasuries") deposited in Dividend Collateral Account No. 1); all funds held therein or credited thereto; any notes, certificates of deposit, instruments, financial assets or investment property (as each such term is defined in the UCC) held in or credited to Dividend Collateral Account No. 1; and any proceeds (as defined in the UCC) and any interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the foregoing;

(b) to secure the Pledgor's Dividend Obligations with respect to the Second Dividend Payment Date, the securities account maintained by the Securities Intermediary and identified in Part I of Exhibit A hereto as Dividend Collateral Account No. 2 (the "Dividend Collateral Account No. 2"); all security entitlements arising from any financial assets credited thereto (including, without limitation, all U.S. Treasuries deposited in Dividend Collateral Account No. 2); all funds held therein or credited thereto; any notes, certificates of deposit, instruments, financial assets or investment property (as each such term is defined in the UCC) held in or credited to Dividend Collateral Account No. 2; and any proceeds (as defined in the UCC) and any interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the foregoing;

(c) to secure the Pledgor's Dividend Obligations with respect to the Third Dividend Payment Date, the securities account maintained by the Securities Intermediary and identified in Part I of Exhibit A hereto as Dividend Collateral Account No. 3 (the "Dividend Collateral

Account No. 3"); all security entitlements arising from any financial assets credited thereto (including, without limitation, all U.S. Treasuries deposited in Dividend Collateral Account No. 3); all funds held therein or credited thereto; any notes, certificates of deposit, instruments, financial assets or investment property (as each such term is defined in the UCC) held in or credited to Dividend Collateral Account No. 3; and any proceeds (as defined in the UCC) and any interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the foregoing;

(d) to secure the Pledgor's Dividend Obligations with respect to the Fourth Dividend Payment Date, the securities account maintained by the Securities Intermediary and identified in Part I of Exhibit A hereto as Dividend Collateral Account No. 4 (the "Dividend Collateral Account No. 4"); all security entitlements arising from any financial assets credited thereto (including, without limitation, all U.S. Treasuries deposited in Dividend Collateral Account No. 4); all funds held therein or credited thereto; any notes, certificates of deposit, instruments, financial assets or investment property (as each such term is defined in the UCC) held in or credited to Dividend Collateral Account No. 4; and any proceeds (as defined in the UCC) and any interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the foregoing;

(e) to secure the Pledgor's Dividend Obligations with respect to the Fifth Dividend Payment Date, the securities account maintained by the Securities Intermediary and identified in Part I of Exhibit A hereto as Dividend Collateral Account No. 5 (the "Dividend Collateral Account No. 5"); all security entitlements arising from any financial assets credited thereto (including, without limitation, all U.S. Treasuries deposited in Dividend Collateral Account No. 5); all funds held therein or credited thereto; any notes, certificates of deposit, instruments, financial assets or investment property (as each such term is defined in the UCC) held in or credited to Dividend Collateral Account No. 5; and any proceeds (as defined in the UCC) and any interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the foregoing;

(f) to secure the Pledgor's Dividend Obligations with respect to the Sixth Dividend Payment Date, the securities account maintained by the Securities Intermediary and identified in Part I of Exhibit A hereto as Dividend Collateral Account No. 6 (the "Dividend Collateral Account No. 6"); all security entitlements arising from any financial assets credited thereto (including, without limitation, all U.S. Treasuries deposited in Dividend Collateral Account No. 6); all funds held therein or credited thereto; any notes, certificates of deposit, instruments, financial assets or investment property (as each such term is defined in the UCC) held in or credited to Dividend Collateral Account No. 6; and any proceeds (as defined in the UCC) and any interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the foregoing;

(g) to secure the Pledgor's Dividend Obligations with respect to the Seventh Dividend Payment Date, the securities account maintained by the Securities Intermediary and identified in Part I of Exhibit A hereto as Dividend Collateral Account No. 7 (the "Dividend Collateral Account No. 7"); all security entitlements arising from any financial assets credited thereto (including, without limitation, all U.S. Treasuries deposited in Dividend Collateral Account No. 7); all funds held therein or credited thereto; any notes, certificates of deposit, instruments, financial assets or investment property (as each such term is defined in the UCC) held in or credited to Dividend Collateral Account No. 7; and any proceeds (as defined in the

UCC) and any interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the foregoing;

(h) to secure the Pledgor's Dividend Obligations with respect to the Eighth Dividend Payment Date, the securities account maintained by the Securities Intermediary and identified in Part I of Exhibit A hereto as Dividend Collateral Account No. 8 (the "Dividend Collateral Account No. 8"); all security entitlements arising from any financial assets credited thereto (including, without limitation, all U.S. Treasuries deposited in Dividend Collateral Account No. 8); all funds held therein or credited thereto; any notes, certificates of deposit, instruments, financial assets or investment property (as each such term is defined in the UCC) held in or credited to Dividend Collateral Account No. 8; and any proceeds (as defined in the UCC) and any interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the foregoing;

(i) to secure the Pledgor's Dividend Obligations with respect to the Ninth Dividend Payment Date, the securities account maintained by the Securities Intermediary and identified in Part I of Exhibit A hereto as Dividend Collateral Account No. 9 (the "Dividend Collateral Account No. 9"); all security entitlements arising from any financial assets credited thereto (including, without limitation, all U.S. Treasuries deposited in Dividend Collateral Account No. 9); all funds held therein or credited thereto; any notes, certificates of deposit, instruments, financial assets or investment property (as each such term is defined in the UCC) held in or credited to Dividend Collateral Account No. 9; and any proceeds (as defined in the UCC) and any interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the foregoing;

(j) to secure the Pledgor's Dividend Obligations with respect to the Tenth Dividend Payment Date, the securities account maintained by the Securities Intermediary and identified in Part I of Exhibit A hereto as Dividend Collateral Account No. 10 (the "Dividend Collateral Account No. 10"); all security entitlements arising from any financial assets credited thereto (including, without limitation, all U.S. Treasuries deposited in Dividend Collateral Account No. 10); all funds held therein or credited thereto; any notes, certificates of deposit, instruments, financial assets or investment property (as each such term is defined in the UCC) held in or credited to Dividend Collateral Account No. 10; and any proceeds (as defined in the UCC) and any interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the foregoing;

(k) to secure the Pledgor's Dividend Obligations with respect to the Eleventh Dividend Payment Date, the securities account maintained by the Securities Intermediary and identified in Part I of Exhibit A hereto as Dividend Collateral Account No. 11 (the "Dividend Collateral Account No. 11"); all security entitlements arising from any financial assets credited thereto (including, without limitation, all U.S. Treasuries deposited in Dividend Collateral Account No. 11); all funds held therein or credited thereto; any notes, certificates of deposit, instruments, financial assets or investment property (as each such term is defined in the UCC) held in or credited to Dividend Collateral Account No. 11; and any proceeds (as defined in the UCC) and any interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the foregoing;

(l) to secure the Pledgor's Dividend Obligations with respect to the Twelfth Dividend Payment Date, the securities account maintained by the Securities Intermediary and identified in Part I of Exhibit A hereto as Dividend Collateral Account No. 12 (the "Dividend Collateral Account No. 12" and together with Dividend Collateral Account No. 1, Dividend Collateral Account No. 2, Dividend Collateral Account No. 3, Dividend Collateral Account No. 4, Dividend Collateral Account No. 5, Dividend Collateral Account No. 6, Dividend Collateral Account No. 7, Dividend Collateral Account No. 8, Dividend Collateral Account No.9, Dividend Collateral Account No. 10 and Dividend Collateral Account No. 11, the "Dividend Collateral Accounts"); all security entitlements arising from any financial assets credited thereto (including, without limitation, all U.S. Treasuries deposited in Dividend Collateral Account No. 12); all funds held therein or credited thereto; any notes, certificates of deposit, instruments, financial assets or investment property (as each such term is defined in the UCC) held in or credited to Dividend Collateral Account No. 12; and any proceeds (as defined in the UCC) and any interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the foregoing; and

(m) to secure all Obligations, the securities account identified in Part II of Exhibit A hereto (the "Surplus Collateral Account" and, together with the Dividend Collateral Accounts, the "Collateral Accounts"), all security entitlements arising from any financial assets credited thereto (including, without limitation, all U.S. Treasuries deposited in the Surplus Collateral Account); all funds held therein or credited thereto; any notes, certificates of deposit, instruments, financial assets or investment property (as each such term is defined in the UCC) held in or credited to the Surplus Collateral Account; and any proceeds (as defined in the UCC) and any interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the foregoing.

SECTION 3. *Deposit of U.S. Treasuries.* The Securities Intermediary agrees to deposit in or credit to each Dividend Collateral Account U.S. Treasuries bearing such CUSIP number, of such maturity and as otherwise described in Part I of Exhibit A hereto in the row corresponding to the relevant Dividend Collateral Account.

SECTION 4. *Delivery of the Collateral.* The U.S. Treasuries and cash, if any, representing or evidencing the Collateral or any portion thereof shall be delivered to the Collateral Agent and deposited and held in the Collateral Accounts on behalf of the Collateral Agent pursuant hereto as set forth in Exhibit A hereto and shall be in suitable form for transfer by delivery, or shall be accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance satisfactory to the Collateral Agent. The Collateral Agent shall have the right, at any time in its discretion following the occurrence and during the continuance of an Event of Default and without notice to the Pledgor, to transfer to or register in the name of the Collateral Agent or any of its nominees any or all of the Collateral. In addition, the Collateral Agent shall have the right at any time to exchange certificates or instruments representing or evidencing Collateral for certificates or instruments of smaller or larger denominations that in the aggregate represent or evidence the same amount of Collateral. In the event the Collateral Agent receives notice of any discretionary corporate action in respect of the Collateral, including, without limitation, the solicitation of a vote in respect of the Collateral, the Collateral Agent shall request written instructions from the Pledgor, signed by a person designated by the Pledgor in an Incumbency Certificate substantially in the form attached hereto as Exhibit B as authorized to act on its behalf in respect of this Agreement (each such person, an "Authorized Person of the Pledgor") in respect of such corporate action and shall use commercially reasonable efforts to act upon such instructions. In the absence of such instructions, the Collateral Agent shall not be obligated to take

any action in respect of the discretionary corporate action affecting the Collateral, and does not, and shall not be deemed to, assume any responsibility or incur any liability for any act or failure to act with respect to any discretionary corporate action affecting the Collateral. Upon the occurrence and during the continuance of an Event of Default, the Collateral Agent will take action in respect of a discretionary corporate action affecting the Collateral only upon receipt of instructions from the holders of a majority of the Mandatory Convertible Preferred Stock outstanding at the time of such action. The Collateral Agent does not, and shall not be deemed to, assume any responsibility to monitor any discretionary corporate actions affecting the Collateral. The Collateral Agent shall have no duty to solicit the delivery of any property into the Collateral Accounts.

SECTION 5. *Maintaining the Collateral Account.*

(a) The Pledgor shall cause the Securities Intermediary, and the Securities Intermediary agrees, to maintain the Collateral Accounts under the sole control and dominion of the Collateral Agent, and with regard to the Collateral Account the Securities Intermediary will act solely upon any entitlement orders (as defined in Section 8-102(a)(8) of the Uniform Commercial Code as in effect on the date hereof in the State of New York (the "UCC")) or any instructions directing the disposition of funds that in each case are received from the Collateral Agent acting for the benefit of itself and the Holders;

(b) The Securities Intermediary hereby agrees that it shall at all times (i) act as a "securities intermediary" (within the meaning of Section 8-102(a)(14) of the UCC) in maintaining the Collateral Accounts, (ii) hold and maintain each Collateral Account as a "securities account" (within the meaning of Section 8.501(a) of the UCC), (iii) identify the Collateral Agent in its records as the "entitlement holder" (within the meaning of Section 8-102(a)(7) of the UCC) of the security entitlements carried in the Collateral Accounts, (iv) identify as being credited to the Collateral Accounts each financial asset maintained in the Collateral Accounts, (v) hold and treat all property credited by the Securities Intermediary to the Collateral Accounts as financial assets under Article 8 of the UCC, (vi) not identify in its records any person as entitlement holder with respect to any Collateral Account (or any security entitlement therein) other than the Collateral Agent, and (vii) agree not to comply with entitlement orders of any person or entity with respect to any Collateral Account (or any security entitlement therein), except the Collateral Agent. The Securities Intermediary hereby agrees that, with respect to the Collateral Accounts and the financial assets held from time to time therein the Securities Intermediary will comply with entitlement orders originated by the Collateral Agent without the further consent of the Pledgor.

(c) It shall be a term and condition of the Collateral Accounts, notwithstanding any term or condition to the contrary in any other agreement relating to the Collateral Accounts and except as otherwise provided by the provisions of Sections 6 (Distributions/Income), 7 (Taxes), 14 (Remedies upon Default), 15 (Fees; Expenses), and 18 (Continuing Security Interest; Assignments) hereof that no amount (including interest on the Collateral Accounts) shall be paid or released from the Collateral Accounts to or for the account of, or withdrawn from the Collateral Accounts by or for the account of, the Pledgor or any other person or entity other than the Collateral Agent;

(d) The Securities Intermediary agrees that it shall not change the account name or number of any of the Collateral Accounts without prior written consent of the Collateral Agent; and

(e) The parties hereto acknowledge and agree that each of the Collateral Accounts is a securities account as such term is set forth in the UCC.

SECTION 6. *Distributions/Income*

(a) Subject to Section 6(b) and 6(c) below, the Collateral Agent hereby instructs the Securities Intermediary to remit to the Paying Agent on each Dividend Payment Date prior to 10 a.m. New York City time on such day all the Maturing Proceeds received by the Securities

Intermediary on such date in order to allow payment of dividends to be made by the Paying Agent to the Holders.

(b) If the Collateral Agent receives a Collateral Release Request duly executed by the Pledgor and the Paying Agent not later than the close of business on the third Business Day preceding any Dividend Payment Date, then the Collateral Agent shall instruct the Securities Intermediary to transfer the Maturing Proceeds received by the Securities Intermediary on such Dividend Payment Date to the Pledgor as promptly as practicable but in any event no later than two Business Days after such Dividend Payment Date, provided that the Paying Agent has notified the Securities Intermediary that the dividends payable on such Dividend Payment Date have been paid and provided further that no Event of Default has occurred and is continuing on the day such funds are to be transferred to the Pledgor to the knowledge of the Collateral Agent and/or the Securities Intermediary.

(c) If the Collateral Agent receives a Surplus Shortfall Notice, then the Collateral Agent shall instruct the Securities Intermediary to invest the Maturing Proceeds received by the Securities Intermediary on the Dividend Payment Date in an amount equal to the Surplus Shortfall Amount stated in such notice immediately following receipt of such notice in accordance with Section 6(j) and deposit and hold such investments as Collateral in the Surplus Collateral Account. The Pledgor agrees that any Surplus Shortfall Notice shall be effective with respect to only one Dividend Payment Date, and that the Collateral Agent shall comply with the other provisions of this Section 6 as applicable with respect to any Dividend Payment Dates that occur after the Dividend Payment Date that is the subject of such Surplus Shortfall Notice, unless the Pledgor delivers a separate Surplus Shortfall Notice to the Collateral Agent with respect to any such subsequent Dividend Payment Date.

(d) With respect to the first Dividend Payment Date that occurs following the deposit of any Collateral into the Surplus Collateral Account, the Collateral Agent shall, unless it has received a separate Surplus Shortfall Notice from the Pledgor with respect to such Dividend Payment Date, instruct the Securities Intermediary to take such actions as are necessary to sell and/or liquidate any Collateral held in the Surplus Collateral Account not later than the close of business on the first Business Day preceding such Dividend Payment Date and remit all the proceeds of such sale or liquidation to the Paying Agent on such Dividend Payment Date in order to allow payment to be made by the Paying Agent to each Holder of cash equal to such Holder's pro rata share at such time of such proceeds provided, however, that the Securities Intermediary shall not remit to the Paying Agent, and it shall instead pay over promptly to the Pledgor, any amount of such proceeds in excess of the full unpaid, accrued and cumulated dividends to which the Holders are entitled to receive on such Dividend Payment Date pursuant to the Certificate of Designations. In no instance shall the Collateral Agent be required to calculate such Holder's pro rata share or any amounts in excess of such dividend to be paid to the Pledgor.

(e) The Pledgor shall notify the Collateral Agent of any conversion at the option of the Holder (an "Optional Conversion") before the Mandatory Conversion Date pursuant to Section 8 or 10 of the Certificate of Designations and, unless it has previously received a separate Surplus Shortfall Notice from the Pledgor that continues to be in effect with respect to Dividend Obligations that have not been satisfied, upon receipt of such notice the Collateral Agent shall instruct the Securities Intermediary to promptly release to the Pledgor the amount or number of U.S. Treasuries deposited in the Collateral Accounts that upon their respective maturities would provide funds sufficient to pay all dividends that would have been payable on the number of shares converted pursuant to such Optional Conversion on Dividend Payment Dates occurring after such Optional Conversion. Any notice of an Optional Conversion provided by the Pledgor to the Collateral Agent shall include the amount to be paid to the Pledgor. In no instance shall the Collateral Agent be required to calculate such dividend amount.

(f) The Pledgor shall notify the Collateral Agent of any conversion at the option of the Pledgor (a "Provisional Conversion") before the Mandatory Conversion Date pursuant to Section 9 of the Certificate of Designations and upon receipt of such notice the Collateral Agent shall promptly instruct the Securities Intermediary to sell all the Collateral then held in the Collateral Accounts and remit all proceeds from such sale to the Paying Agent in order to allow payment to be made by the Paying Agent to each Holder of cash equal to the Market Value at that time of such Holder's pro rata share of the Collateral that was so sold in accordance with the Certificate of Designations. Any notice of a Provisional Conversion provided by the Pledgor to the Collateral Agent shall include the amount to be paid to the Paying Agent. In no instance shall the Collateral Agent be required to calculate such Holder's pro rata share.

(g) On or after the Mandatory Conversion Date, the Pledgor shall notify the Collateral Agent if the Pledgor has delivered any shares of Common Stock to the Holders on the Mandatory Conversion Date pursuant to Section 7(d) of the Certificate of Designations in order to satisfy the Pledgor's obligations to pay accrued, cumulated and unpaid dividends on the Mandatory Convertible Preferred Stock. Such notice shall specify the total number of such shares of Common Stock as well the aggregate amount of the accrued, cumulated and unpaid dividends satisfied thereby ("Dividend Satisfaction Amount"). Upon receiving the foregoing notice, the Collateral Agent shall instruct the Securities Intermediary to promptly release to the Pledgor Collateral in an amount equal to the Dividend Satisfaction Amount.

(h) Upon the release of any Collateral or proceeds thereof by the Collateral Agent and/or the Securities Intermediary in accordance with the terms of this Agreement, the lien and security interest of the Collateral Agent on such Collateral or proceeds thereof shall be automatically released without further action by any party.

(i) For purposes of this Section 6, "Market Value" shall mean in respect of any U.S. Treasuries actually sold by the Securities Intermediary upon receiving instructions from the Collateral Agent, the net proceeds to the Collateral Agent from the sale of such U.S. Treasuries.

(j) Any income, proceeds or payments received by the Collateral Agent in respect of the Collateral, and any Maturing Proceeds required to be invested following the receipt of a Surplus Shortfall Notice by the Collateral Agent, shall be invested by the Collateral Agent or the Securities Intermediary acting upon instructions from the Collateral Agent promptly after receipt in Fidelity Institutional Prime Money Market Fund III (#691), or any other money market fund(s) investing exclusively in U.S. government securities at the instruction of the Pledgor and shall be credited to the Collateral Account. The parties hereto agree that all property (other than cash) referred to in this Section 6 and held in the Collateral Accounts shall be treated as financial assets under Article 8 of the UCC. Any income and other proceeds received on such investment and reinvestment shall become part of the Collateral. The Collateral Agent shall have the power to sell or liquidate the foregoing investments whenever required or permitted to make distributions in accordance with the terms of this Agreement.

If at any time such investment or reinvestment of the Collateral cannot be made (i.e., on account of the unavailability of the investment vehicle, the late receipt of funds, etc.), the Collateral shall remain un-invested and the Collateral Agent shall not incur any liability for interest or income thereon. The Collateral Agent shall not have any responsibility for any investment losses resulting from the investment, reinvestment or liquidation of the Collateral. Any investment described herein may be executed through an affiliated broker or dealer of the Collateral Agent and such broker or dealer, along with the Collateral Agent, shall be entitled to its usual and customary fee which shall be paid by the Pledgor with funds other than from the Collateral. It is agreed and understood that, as may be agreed in writing between the Collateral

Agent and the Pledgor, the Collateral Agent may earn fees associated with the investment(s) outlined above which shall be paid by the Pledgor with funds other than from the Collateral.

SECTION 7. *Taxes.* The Pledgor shall pay or reimburse the Collateral Agent upon request for any transfer taxes or other taxes relating to the Collateral incurred in connection herewith and shall indemnify and hold harmless the Collateral Agent from any amounts that it is obligated to pay in the way of such taxes. The Collateral Agent shall report the income earned on any of the Collateral to the U.S. Internal Revenue Service as earned by the Pledgor. The Pledgor shall provide to the Collateral Agent the appropriate Form W-9 certifying to the Collateral Agent the depositor's Tax Identification Number. This Section 7 shall survive notwithstanding termination of this Agreement or resignation or removal of the Collateral Agent.

SECTION 8. *Representations and Warranties.* The Pledgor represents and warrants as follows:

(a) The Pledgor is the legal and beneficial owner of the Collateral free and clear of any lien, security interest, option or other charge or encumbrance except for the security interest created by this Agreement.

(b) The pledge and assignment of the Collateral pursuant to this Agreement creates a valid and perfected first priority security interest in the Collateral in favor of the Collateral Agent for its benefit and for the benefit of the Holders, securing the payment of the Obligations.

(c) Except for the filing of any relevant UCC financing statements, on the date hereof, no consent of any other person or entity and no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required (i) for the pledge and assignment by the Pledgor of the Collateral pursuant to this Agreement or for the execution, delivery or performance of this Agreement by the Pledgor, (ii) for the perfection or maintenance of the security interest created hereby (including the first priority nature of such security interest), (iii) for the exercise by the Collateral Agent of its rights and remedies hereunder, or (iv) for the exercise by the Collateral Agent of its rights and remedies hereunder.

(d) There are no conditions precedent to the effectiveness of this Agreement that have not been satisfied or waived.

(e) The Pledgor is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization.

(f) The execution, delivery and performance by the Pledgor of this Agreement and the transactions contemplated hereby are within the Pledgor's corporate powers, have been duly authorized by all necessary corporate action, and do not (i) contravene the Pledgor's certificate of incorporation or by-laws, (ii) violate any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award, or (iii) conflict with or result in the breach of, or constitute a default under, any material contract or instrument binding on or affecting the Pledgor or any of its properties.

(g) This Agreement is the legal, valid and binding obligation of the Pledgor, enforceable against the Pledgor in accordance with its terms, except as such enforceability may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or similar laws of general applicability affecting the enforcement of creditor's rights, and (ii) the application of general principles of equity (regardless of which such enforceability is considered in a proceeding in equity or at law).

SECTION 9. *Further Assurances.* The Pledgor agrees that at any time and from time to time, at the expense of the Pledgor, the Pledgor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or that the Collateral Agent may reasonably request in writing, in order to perfect and protect any security interest granted or purported to be granted hereby or to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to any Collateral.

SECTION 10. *Transfers and Other Liens.* The Pledgor agrees that it will not (a) sell, assign by operation of law or otherwise (except upon a merger, consolidation or similar transaction), or otherwise dispose of, or grant any option with respect to, any of the Collateral, or (b) create or permit to exist any consensual lien, security interest, option or other charge or encumbrance upon or with respect to any of the Collateral, except for the security interest under this Agreement.

SECTION 11. *Collateral Agent Appointed Attorney-in-Fact.* The Pledgor hereby appoints the Collateral Agent the Pledgor's attorney-in-fact, with full authority in the place and stead of the Pledgor and in the name of the Pledgor or otherwise, from time to time in the Collateral Agent's discretion to take any action, and to execute any instrument which the Collateral Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, to receive, indorse and collect all instruments made payable to the Pledgor representing any interest payment, dividend or other distribution in respect of the Collateral or any part thereof.

SECTION 12. *Secured Party May Perform.* If the Pledgor fails to perform any agreement contained herein, the Collateral Agent may itself perform, or cause performance of, such agreement, and the reasonable expenses of the holders and beneficial owners of the Mandatory Convertible Preferred Stock incurred in connection therewith shall be payable by the Pledgor under Section 15 hereof.

SECTION 13. *The Collateral Agent's Duties.* The powers conferred on the Collateral Agent hereunder are solely to protect the Collateral Agent's interest in the Collateral and shall not impose any fiduciary duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Collateral Agent shall have no duty as to any Collateral, as to ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relative to any Collateral, whether or not the Collateral Agent has or is deemed to have knowledge of such matters, or as to the taking of any necessary steps to preserve rights against any parties or any other rights pertaining to any Collateral, including but not limited to, the bringing of any action against the Pledgor on behalf of the Secured Party. The Collateral Agent shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in its possession if such Collateral is accorded treatment substantially equal to that which the Collateral Agent accords its own property. Collateral Agent may consult with legal counsel of its own choosing at the expense of the Pledgor as to any matter relating to this Agreement, and Collateral Agent shall not incur any liability in acting in good faith in accordance with any advice from such counsel. Collateral Agent shall not incur any liability for not performing any act or fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of Collateral Agent (including but not limited to any act or provision of any present or future law or regulation or governmental authority, any act of God or war or terrorism, or the unavailability of the Federal Reserve Bank wire or facsimile or other wire or communication facility). The Collateral Agent shall not be liable for any action taken or omitted or for any loss or injury resulting from its actions or its performance or lack of performance of its duties hereunder in the absence of gross negligence or willful misconduct on its part. In no event shall the Collateral Agent be liable (i) for acting in accordance with or relying upon any instruction, notice, demand, certificate or document from Pledgor or any Authorized Person of the Pledgor contemplated by this Agreement, and from any registrar or transfer agent for the Mandatory Convertible Preferred Stock, provided that such

instruction, notice, demand, certificate or document complies in all material respects with the provisions hereof, (ii) for any indirect, consequential, punitive or special damages, regardless of the form of action and whether or not any such damages were foreseeable or contemplated, (iii) for the acts or omissions of any nominees, correspondents, designees, agents, subagents or subcustodians chosen by it, (iv) for the investment or reinvestment of any cash held by it hereunder, in each case in good faith, in accordance with the terms hereof, including without limitation any liability for any delays (not resulting from its gross negligence or willful misconduct) in the investment or reinvestment of the Collateral, or any loss of interest incident to any such delays, or (v) for an amount in excess of the value of the Collateral, valued as of the date of deposit, but only to the extent of direct money damages.

SECTION 14. *Remedies upon Default.* If a responsible officer of the agency and trust group of the Collateral Agent has actual knowledge that any Event of Default has occurred and is continuing:

(a) The Collateral Agent shall immediately foreclose upon the Collateral and distribute proceeds of all or any part of the Collateral Accounts against the Obligations or any part thereof in accordance with applicable law, except to the extent that the Pledgor notifies the Collateral Agent that the Pledgor's Board of Directors has determined that the Pledgor does not have adequate Surplus with respect to the satisfaction of such Obligations.

(b) The Collateral Agent may also exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party under the UCC (whether or not the UCC applies to the affected Collateral).

SECTION 15. *Fees; Expenses.* The Pledgor will pay to the Collateral Agent and the Securities Intermediary in accordance with the terms of the Fee Letter attached hereto as Exhibit D hereto (the "Fee Letter") compensation for all services rendered by the Collateral Agent and the Securities Intermediary hereunder. In addition, the Pledgor will upon demand pay to the Collateral Agent and the Securities Intermediary the amount of any and all reasonable fees and expenses, including the reasonable fees and expenses of their respective counsel and of any experts and agents, which the Collateral Agent and the Securities Intermediary may incur in connection with (a) the administration of this Agreement, (b) the custody or preservation of, or the sale of, collection from, or other realization upon, any of the Collateral, (c) the investment or reinvestment of any income, proceeds or payments in respect of the Collateral received by the Collateral Agent and/or Securities Intermediary pursuant to the terms of this Agreement, (d) the exercise or enforcement of any of the rights of the Collateral Agent and Securities Intermediary hereunder or (e) the failure by the Pledgor to perform or observe any of the provisions hereof. It is understood that the compensation of the Collateral Agent and the Securities Intermediary may be reasonably adjusted from time to time to conform with their current guidelines (including, without limitation, fees, expenses and disbursements of counsel). The Collateral Agent and the Securities Intermediary shall look solely to the Pledgor for payment of their respective costs, fees and expenses and shall not have any right to reimburse themselves for any fees or expenses from the Collateral and may not sell, convey or otherwise dispose of any Collateral for such purpose. The rights of the Collateral Agent and Securities Intermediary to payment under this Section 15 shall survive notwithstanding the termination of this Agreement or the resignation or removal of the Collateral Agent or the Securities Intermediary.

SECTION 16. *Amendments, Etc.* No amendment or waiver of any provision of this Agreement, and no consent to any departure by the Pledgor from the terms hereof, shall in any event be effective, unless the same shall be in writing and signed by each of the Collateral Agent, the Securities Intermediary and the Pledgor, and then such waiver or consent shall be effective

only in the specific instance and for the specific purpose for which given. The Pledgor, the Securities Intermediary and the Collateral Agent may amend this Agreement without the consent or approval of any holder or beneficial owner of the Mandatory Convertible Preferred Stock for the purposes of (a) adding to the securities at any time held in the Collateral Accounts, (b) adding to the property at any time constituting the Collateral, (c) adding to the Pledgor's covenants or obligations under this Agreement for the benefit of the Securities Intermediary and the Collateral Agent, (d) surrendering any right or power conferred upon the Pledgor by this Agreement, (e) providing for the assumption of the Pledgor's obligations under this Agreement in the case of a merger, consolidation, conveyance, transfer or lease, to the extent such assumption is permitted under the terms of the Mandatory Convertible Preferred Stock, (f) curing any ambiguity or correcting or supplementing any defective provision contained in this Agreement; provided that such modification or amendment does not, in the good faith opinion of the Collateral Agent, materially and adversely affect the rights or interests of any holder of the Mandatory Convertible Preferred Stock in any respect; and (g) adding or modifying any other provisions which the Pledgor, the Securities Intermediary and the Collateral Agent may deem necessary or desirable and which will not materially and adversely affect the interests of any holder of the Mandatory Convertible Preferred Stock in any respect in the good faith opinion of the Collateral Agent. Notwithstanding anything contained in this Agreement or any other document, instrument or agreement to the contrary, no amendment or waiver of any provision of this Agreement, and no consent to any departure by the Pledgor from the terms hereof, which materially and adversely affects the rights or interests of any holder of the Mandatory Convertible Preferred Stock, shall be effective for any purpose unless consented to or approved by holders of at least two-thirds of the shares of Mandatory Convertible Preferred Stock outstanding. The Collateral Agent and the Securities Intermediary shall not, and shall not be obligated to sign any amendment or waiver of any provision of this Agreement nor consent to any departure by the Pledgor from the terms hereof unless they shall have received a satisfactory officer's certificate of the Pledgor and upon which they may rely stating that (i) the terms of the amendment, waiver or consent do not and will not materially and adversely affect the rights or interests of any holder or beneficial owner of the Mandatory Convertible Preferred Stock, or (ii) the terms of the amendment, waiver or consent has been consented to or approved by holders of at least two-thirds of the shares of Mandatory Convertible Preferred Stock outstanding in a manner fully compliant with applicable law and the provisions of the Certificate of Designations. The Collateral Agent and the Securities Intermediary shall be fully protected in relying, and shall not incur any liability whatsoever on account of their reliance, on such officer's certificate. All costs and expenses of counsel relating to the preparation and review of such opinion shall be borne by the Pledgor.

SECTION 17. *Addresses for Notices.* Any notice or other communication required or permitted under this Agreement shall be in writing in the English language and shall be deemed to have been duly given (i) five (5) business days following deposit in the mails if sent by registered or certified mail, postage prepaid, (ii) when sent, if sent by facsimile transmission, if receipt thereof is confirmed by successful transmission, (iii) when delivered, if delivered personally to the intended recipient and (iv) three (3) business days following deposit with a nationally recognized overnight courier service, in each case addressed as follows:

if to the Pledgor, to:

Huntsman Corporation
500 Huntsman Way
Salt Lake City, Utah 84108
Phone: (801) 584-5700
Facsimile: (801) 584-5788
Attention: Secretary

with a copy (which shall not constitute notice) to:

Vinson & Elkins L.L.P.
1001 Fannin, Suite 2300
Houston, Texas 77002
Phone: (713) 758-2194
Facsimile: (713) 615-5660
Attention: Jeffery B. Floyd

If to the Securities Intermediary and/or the Collateral Agent:

Citibank, N.A. Agency & Trust
388 Greenwich Street, 14th Floor
New York, NY 10013
Phone: 212-816-5859
Facsimile Secured: 212-657-2762
Attention: Huntsman Corporation Collateral Agency

with a copy (which shall not constitute notice) to:

Nixon Peabody LLP
100 Summer Street
Boston, MA 02110
Phone: 617.345.1203
Facsimile: 866.244.1539
Attention: Huntsman Corporation Collateral Agency

or such other address or number as shall be furnished in writing by any such party.

SECTION 18. *Continuing Security Interest; Assignments.* This Agreement shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until the payment in full of the Obligations and all other amounts payable under this Agreement, (b) be binding upon the Pledgor, its successors and assigns, and (c) inure to the benefit of, and be enforceable by, the Collateral Agent and its successors, transferees and assigns. Upon the payment in full of the Obligations and all other amounts payable under this Agreement, the security interest granted hereby shall terminate and all rights to the Collateral shall revert to the Pledgor. Upon any such termination, the Collateral Agent will, upon receipt of an Officer's Certificate of the Pledgor specifying that the all of the Obligations and all other amounts payable hereunder have been paid in full, cause the Security Intermediary to return to the Pledgor such of the Collateral as shall not have been sold or otherwise applied pursuant to the terms hereof and execute and deliver to the Pledgor such documents as the Pledgor shall reasonably request to evidence such termination.

SECTION 19. *Governing Law; Terms.* This Agreement shall be governed by and construed in accordance with the laws of the State of New York (including for such purpose Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York), without regard to conflicts of law rules that would result in a different governing law. Unless otherwise defined herein, terms defined in Articles 8 and 9 of the UCC are used herein as therein defined. The parties agree that New York is the "securities intermediary's jurisdiction" for all purposes hereof and of Articles 8 and 9 of the UCC.

SECTION 20. *WAIVER OF JURY TRIAL.* EACH OF THE PLEDGOR, THE SECURITIES INTERMEDIARY AND THE COLLATERAL AGENT IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR

COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT.

SECTION 21. *Indemnification.* Pledgor shall be liable for and shall reimburse and indemnify each of the Securities Intermediary and the Collateral Agent and its employees, officers and directors and hold each of the Securities Intermediary and the Collateral Agent and its employees, officers and directors harmless from and against any and all claims, losses, actions, liabilities, costs, damages or expenses (including reasonable attorneys' fees and expenses) (collectively "Losses") arising from or in connection with its administration of this Agreement, except for any such losses arising from their gross negligence or willful misconduct. In addition, when the Collateral Agent acts on any information, instructions, certificates, communications (including, but not limited, communications with respect to the wire transfer of funds), sent by facsimile, the Collateral Agent, absent gross negligence or willful misconduct, shall not be responsible or liable in the event such communication is not an authorized or authentic communication of the Pledgor or is not in the form the Pledgor sent or intended to send (whether due to fraud, distortion or otherwise). The Pledgor shall indemnify the Collateral Agent and its employees, officers and directors against any Losses it may incur with its acting in accordance with any such communication. This Section 21 shall survive notwithstanding the termination of this Agreement or the resignation or removal of the Collateral Agent or the Securities Intermediary.

SECTION 22. *Ambiguity; Dispute.* (a) In the event of any ambiguity or uncertainty hereunder or in any notice, certificate, instruction or other communication received by the Collateral Agent hereunder, the Collateral Agent may, in its sole discretion, refrain from taking any action other than retain possession of the Collateral, unless the Collateral Agent receives written instructions, signed by an Authorized Person of the Pledgor, or an opinion of counsel of the Pledgor reasonably satisfactory to it which eliminates such ambiguity or uncertainty.

(b) In the event of any dispute between or conflicting claims by or among the Pledgor and/or the Collateral Agent and/or any other person or entity with respect to any Collateral, the Collateral Agent shall be entitled, in its sole discretion, to refuse to comply with any and all claims, demands or instructions with respect to such Collateral so long as such dispute or conflict shall continue, and Collateral Agent shall not be or become liable in any way to the Pledgor or the Holders for failure or refusal to comply with such conflicting claims, demands or instructions. The Collateral Agent shall be entitled to refuse to act until, in its sole discretion, either (i) such conflicting or adverse claims or demands shall have been determined by a final order, judgment or decree of a court of competent jurisdiction, which order, judgment or decree is not subject to appeal, or settled by agreement between the conflicting parties as evidenced in a writing satisfactory to Collateral Agent or (ii) the Collateral Agent shall have received security or an indemnity satisfactory to it sufficient to hold it harmless from and against any and all Losses which it may incur by reason of so acting. Any court order, judgment or decree shall be accompanied by a legal opinion by counsel for the presenting party, satisfactory to the Collateral Agent, to the effect that said order, judgment or decree represents a final adjudication of the rights of the parties by a court of competent jurisdiction, and that the time for appeal from such order, judgment or decree has expired without an appeal having been perfected. The Collateral Agent shall act on such court order and legal opinions without further question. The Collateral Agent may, in addition, elect, in its sole discretion, to commence an interpleader action or seek other judicial relief or orders as it may deem, in its sole discretion, necessary. The costs and expenses (including reasonable attorneys' fees and expenses) incurred in connection with such proceeding shall be paid by, and shall be deemed an Obligation of the Pledgor.

SECTION 23. *Appointment.* By accepting, purchasing and holding any of the Mandatory Convertible Preferred Stock, the Holders have appointed Citibank, N.A. to act as Collateral Agent

and Citibank, N.A. has accepted such appointment and designation, in each case, solely in accordance with the terms and conditions of this Agreement.

SECTION 24. *Resignation.* (a) Each of the Collateral Agent and the Securities Intermediary may resign at any time by giving the Pledgor thirty (30) calendar days' prior written notice thereof.

(b) Within thirty (30) calendar days after giving the foregoing notice of resignation to the Pledgor, the Collateral Agent or the Securities Intermediary that gave such notice, as the case may be, shall appoint a successor Collateral Agent or Securities Intermediary, as applicable. If a successor Collateral Agent and/or Securities Intermediary has not accepted such appointment by the end of such 30-day period, the Collateral Agent and/or the Securities Intermediary may, in its sole discretion, (i) request the holders of a majority of the outstanding shares of the Mandatory Convertible Preferred Stock to appoint an agent to receive and hold the Collateral and, upon such appointment, transfer the Collateral to such agent, and/or (ii) apply to a court of competent jurisdiction for the appointment of a successor Collateral Agent and/or Securities Intermediary or for other appropriate relief. All the costs and expenses (including reasonable attorneys' fees and expenses) incurred by the Collateral Agent and/or the Securities Intermediary in connection with such proceeding shall be paid by, and be deemed an Obligation of, the Pledgor. The resignation of the Collateral Agent or the Securities Intermediary shall be effective only when a successor Collateral Agent or Securities Intermediary has accepted its appointment in accordance with Section 26.

SECTION 25. *Removal.* (a) In case at any time any of the following shall occur:

(i) the Collateral Agent or the Securities Intermediary shall fail to comply with the provisions of this Agreement in any material respect; or

(ii) the Collateral Agent or the Securities Intermediary shall become incapable of acting or shall be adjudged bankrupt or insolvent, or a receiver or liquidator of the Collateral Agent or the Securities Intermediary or of its property shall be appointed, or any public officer shall take charge or control of the Collateral Agent or the Securities Intermediary or of its properties or affairs for the purposes of rehabilitation, conservation or liquidation.

then, in any such case, the holders of a majority of the outstanding shares of the Mandatory Convertible Preferred Stock may remove the Collateral Agent and/or the Securities Intermediary and appoint a successor collateral agent or successor securities intermediary, as applicable. Any removal of the Collateral Agent and/or the Securities Intermediary and any appointment of a successor collateral agent or successor securities intermediary, as applicable, pursuant to this Section 25 shall become effective upon acceptance of appointment by the successor collateral agent or successor securities intermediary, as applicable, as provided in Section 26 hereof.

SECTION 26. *Appointment of Successor.* Upon the resignation or removal of the Collateral Agent and/or Securities Intermediary pursuant to Sections 24 or 25, as the case may be:

(a) Any successor Collateral Agent or successor Securities Intermediary, as applicable, appointed as provided in Sections 24 or 25 shall execute and deliver to the Pledgor and to its predecessor Collateral Agent and/or Securities Intermediary an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor Collateral Agent and/or the Securities Intermediary shall become effective and such successor Collateral Agent or successor Securities Intermediary, as applicable, without any further act, deed or conveyance, shall become vested with all rights, powers, duties and obligations of its predecessor hereunder, with like effect as if originally named as Collateral Agent and/or the Securities Intermediary hereunder.

(b) In the case of the appointment of a successor Securities Intermediary, the predecessor Securities Intermediary shall deliver the Collateral then held hereunder to the successor Securities Intermediary. The foregoing delivery shall be without prejudice to the predecessor Securities Intermediary's right to reimbursed by, and recover from, the Pledgor, the fees, costs and expenses or other obligations owed to the predecessor Securities Intermediary pursuant to the terms of this Agreement.

(c) Upon delivery of the Collateral to the successor Securities Intermediary, the predecessor Securities Intermediary shall have no further duties, responsibilities or obligations with respect to the Collateral or under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the date first written above.

HUNTSMAN CORPORATION

By /s/ PETER R. HUNTSMAN

Name: Peter R. Huntsman
Title:

CITIBANK, N.A., in its capacity as Collateral Agent

By /s/ CAMILLE TOMAO

Name: Camille Tomao
Title: Vice President

CITIBANK, N.A., in its capacity as Securities Intermediary

By /s/ CAMILLE TOMAO

Name: Camille Tomao
Title: Vice President

EXHIBIT A

Part I

The U.S. Treasury Securities described below have been delivered to the Collateral Agent by the Pledgor as Collateral to be deposited in each of the Dividend Collateral Accounts identified in the first column below in accordance with the Agreement.

The U.S. Treasury Securities deposited in each Dividend Collateral Account secure the Pledgor's obligations to pay on each Dividend Payment Date identified in the second column below the amount of dividends on its Mandatory Convertible Preferred Stock set forth in the third column below.

Dividend Collateral Account Name and Number	Dividend Payment Date	Dividend Amount	CUSIP # of U.S. Treasury Strip	Maturity Date	Ask Yield	Offer Price
Huntsman Dividend Collateral Account No. 1 Account # 795656	May 16, 2005	$ 3,593,750	912833FW5	May 15, 2005	2.315%	99.44
Huntsman Dividend Collateral Account No. 2 Account # 795657	August 16, 2005	$ 3,593,750	912833CN8	August 15, 2005	2.730%	98.661
Huntsman Dividend Collateral Account No. 3 Account # 795658	November 16, 2005	$ 3,593,750	912833FX3	November 15, 2005	2.940%	97.855
Huntsman Dividend Collateral Account No. 4 Account # 795659	February 16, 2006	$ 3,593,750	912833CP3	February 15, 2006	3.000%	97.074
Huntsman Dividend Collateral Account No. 5 Account # 795660	May 16, 2006	$ 3,593,750	912833FY1	May 15, 2006	3.080%	96.272
Huntsman Dividend Collateral Account No. 6 Account # 795661	August 16, 2006	$ 3,593,750	912833CQ1	August 15, 2006	3.180%	95.386
Huntsman Dividend Collateral Account No. 7 Account # 795662	November 16, 2006	$ 3,593,750	912833FZ8	November 15, 2006	3.290%	94.471
Huntsman Dividend Collateral Account No. 8 Account # 795663	February 16, 2007	$ 3,593,750	912833CR9	February 15, 2007	3.330%	93.617
Huntsman Dividend Collateral Account No. 9 Account # 795664	May 16, 2007	$ 3,593,750	912833GA2	May 15, 2007	3.345%	92.829
Huntsman Dividend Collateral Account No. 10 Account # 795665	August 16, 2007	$ 3,593,750	912833CS7	August 15, 2007	3.400%	91.925
Huntsman Dividend Collateral Account No. 11 Account # 795666	November 16, 2007	$ 3,593,750	912833GB0	November 15, 2007	3.440%	91.068
Huntsman Dividend Collateral Account No. 12 Account # 795667	February 16, 2008	$ 3,593,750	912833CT5	February 15, 2008	3.475%	90.189

Part II

Surplus Collateral Account No. 795668 to be maintained by the Securities Intermediary.

Exhibit B

Form of Incumbency Certificate

HUNTSMAN CORPORATION INCUMBENCY CERTIFICATE

The undersigned certifies that he/she is the Secretary of Huntsman Corporation, a Delaware corporation (the "Company"), and as such he/she is authorized to execute this certificate and further certifies that the following persons have been elected or appointed, are qualified, and are now acting as officers of the Company in the capacity or capacities indicated below, and that the signatures set forth opposite their respective names are their true and genuine signatures. He/she further certifies that any of the persons listed below are authorized jointly to sign agreements with regard to any matters pertaining to the Pledge, Assignment and Collateral Agency Agreement dated as of February 16, 2005 and the appointment of Citibank, N.A. as the Collateral Agent thereunder:

Name	Title	Phone	Signature
Peter R. Huntsman	President & CEO	(281) 719-6788	/s/ Peter R. Huntsman
Kimo J. Esplin	Executive Vice President & CEO	(801) 584-5861	/s/ Kimo J. Esplin

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Company this day of February, 2005.

By /s/ SAMUEL D. SCRUGGS

Name: Samuel D. Scruggs
Title: Secretary

Call-Back Authorized Individuals:

The below listed persons (must list at least two individuals) have been designated Call-Back Authorized Individuals of the Company and will be notified by Citibank, N.A. upon the release of Collateral from the Collateral Accounts unless an original "Standing or Predefined Instruction" letter is on file with the Collateral Agent.

Name	Phone
Peter R. Huntsman	(281) 719-6788
Kimo J. Esplin	(801) 584-5861

EXHIBIT C

COLLATERAL RELEASE FORM

The undersigned certifies that he/she is the of Huntsman Corporation, a Delaware corporation (the "Company"), and as such he/she is authorized to execute this request and further certifies that the Company has transferred an amount in cash (as noted below) to the Paying Agent equal to the aggregate amount of dividends payable on the Mandatory Convertible Preferred Stock on the Divided Payment Date noted below.

The Pledgor hereby requests, pursuant to Section 6(b) of the Pledge, Assignment and Collateral Agency Agreement dated as of February 16, 2005 that the Collateral Agent instruct the Securities Intermediary to transfer to the Pledgor the Maturing Proceeds received by the Securities Intermediary from the Dividend Collateral Account noted below as provided in the same Section 6(b).

Dividend Payment Date	**Amount Transferred to Paying Agent**	**Dividend Collateral Account Name and Number**

/

HUNTSMAN CORPORATION

By:

Name:
Title:
Date:

The undersigned certifies that he/she is the of The Bank of New York, the Paying Agent for the Pledgor, and as such he/she is authorized to certify this Acknowledgement. He/She further certifies and confirms that the Paying Agent has received on the amount in cash from the Company noted above and such amount is equal to the aggregate amount of dividends payable on the Mandatory Convertible Stock on the Dividend Payment Date noted above. The undersigned further confirms that the Pledgor has given instructions to pay such amount on the Dividend Payment Date to the Holders of the Mandatory Convertible Preferred Stock and we will do so.

The Bank of New York,
in its capacity as Paying Agent

By:

Name:
Title:
Date:

Exhibit D

CITIBANK, N.A.

SCHEDULE OF FEES
FOR SERVICES AS COLLATERAL AGENT
for
Mandatory Convertible Preferred Stock issued by Huntsman Corporation
February 16, 2005

Acceptance Fee—Collateral Agent:

To cover the acceptance of the appointment under the Pledge, Assignment and Collateral Agency Agreement ("Collateral Agreement"), the study of the Collateral Agreement and the supporting documents submitted in connection with the execution and delivery thereof, communication with other members of the working group, attendance at closing in New York:

$5,000

Annual Administration Fee—Collateral Agency:

To cover the normal administrative functions of the Collateral Agent under the documents, our duties include the administration of the Collateral Accounts under the Collateral Agreement and the supporting documents, including generation of monthly reports, daily transaction confirmations, administration of the accounts under the Collateral Agreement:

$26,000

Transaction Fees:

$100 per substitution of collateral or directed investment

Legal Fees:

To cover review of legal documents by outside counsel on behalf of Citibank, N.A.:

AT COST

Schedule Assumption:

- Subject to internal approval and satisfactory review of the documentation;
- Documentation under New York law;
- Fees are net of applicable Stamp and/or VAT tax.

The above schedule of fees does not include charges for out-of-pocket expenses or for any services of an extraordinary nature that we or our legal counsel may be called upon from time to time to perform in either an agency or fiduciary capacity, nor does it include the fees of our legal counsel. Fees are also subject to satisfactory review of the documentation, and we reserve the right to modify them should the characteristics of the transaction change. Our participation in this transaction is subject to internal approval. The acceptance fee is payable upon execution of this document. Indemnification for the corporate trust appointment will be provided by the sponsor(s)/parent company. Should this schedule of fees be accepted and agreed upon and work commenced on this transaction but subsequently halted, the applicable Acceptance Fee(s) and legal fees incurred, if any, will still be payable in full. This Fee Schedule is offered for, and applicable to the program cited on page one only, and is guaranteed for sixty days from the date on this proposal. After sixty (60) days, this offer can be extended in writing only.

To help the US government fight terrorism and money laundering, Federal law requires us to obtain, verify and record information that identifies each business or entity that opens an account or

establishes a relationship. What this means for you: when you open an account or establish a relationship, we will ask for your business name, a street address and a tax identification number, that Federal law requires us to obtain. We appreciate your cooperation.

Signed:	Agreed and Accepted:
CITIBANK, N.A.	HUNTSMAN CORPORATION
By _____	By _____
Name: Title:	Name: Title:

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QuickLinks -- Click here to rapidly navigate through this document

Exhibit 99.1

Huntsman Corporation Prices Initial Public Offering

February 11, 2005 00:13:21 (ET)

SALT LAKE CITY, Feb 10, 2005 /PRNewswire-FirstCall via COMTEX/—Huntsman Corporation announced today the pricing of an initial public offering of 60,227,274 shares of common stock at $23.00 per share and 5,000,000 shares of 5% mandatory convertible preferred stock at $50.00 per share. Net proceeds to the Company from the offering of 55,681,819 primary shares and the mandatory convertible preferred stock will be approximately $1.45 billion, substantially all of which will be used to repay outstanding indebtedness. Closing of the offering is expected to occur on February 16, 2005, subject to customary closing conditions. Citigroup, Credit Suisse First Boston, Merrill Lynch & Co. and Deutsche Bank Securities are acting as joint book-running managers for the offering.

In addition to the shares being sold by the Company, an existing stockholder of Huntsman will sell 4,545,455 shares of common stock in the offering. The selling stockholder has granted the underwriters a 30-day option to purchase up to an additional 9,034,091 shares of common stock to cover over-allotments, if any, and the Company has granted the underwriters a 30-day option to purchase up to an additional 750,000 shares of mandatory convertible preferred stock to cover over-allotments, if any.

Huntsman Corporation is among the world's largest global manufacturers of differentiated and commodity chemical products for a variety of industrial and consumer applications.

This release shall not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities, in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction. Offers of the securities may be made only by means of a prospectus. Copies of the final prospectuses relating to these securities may be obtained from: Citigroup, Brooklyn Army Terminal, 140 58th Street, Brooklyn, NY 11220 (telephone 718-765-6732), Credit Suisse First Boston, Prospectus Department, One Madison Avenue, Level 1B, New York, NY 10010 (telephone 212-325-8057), Merrill Lynch & Co., Prospectus Department, 4 World Financial Center, New York, NY 10080 (telephone 212-449-1000) and Deutsche Bank Securities, Prospectus Department, 1251 Avenue of the Americas, 25th Floor, New York, NY 10020 (telephone 212-474-8372).

SOURCE Huntsman Corporation

media, Don Olsen, +1-281-719-4175, or finance, Kimo Esplin or John Heskett,
+1-801-584-5700, all for Huntsman Corporation

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