

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

SCHEDULE 13D

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

Huntsman Corporation

(Name of Issuer)

Common Stock, par value \$0.01 per share

(Title of Class of Securities)

447011 10 7

(CUSIP Number)

Samuel D. Scruggs
Executive Vice President, General Counsel and Secretary
Huntsman Corporation
500 Huntsman Way
Salt Lake City, Utah 84108
(801) 584-5700

Copy to:

Nathan W. Jones
Stoel Rives LLP
201 South Main Street, Suite 1100
Salt Lake City, Utah 84111
(801) 328-3131

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

June 25, 2007

(Date of Event which Requires Filing of this Statement)

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

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

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

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

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

1. Names of Reporting Persons.
I.R.S. Identification Nos. of above persons (entities only)
The Jon and Karen Huntsman Foundation

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)
(b)

3. SEC Use Only

4. Source of Funds (See Instructions)
Not applicable

5. Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization
Utah

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person
With

7. Sole Voting Power
21,782,000 shares of Common Stock

8. Shared Voting Power
None

9. Sole Dispositive Power
21,782,000 shares of Common Stock

10. Shared Dispositive Power
None

11. Aggregate Amount Beneficially Owned by Each Reporting Person
21,782,000 shares of Common Stock (See Item 5)

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13. Percent of Class Represented by Amount in Row (11)
9.8%

14. Type of Reporting Person (See Instructions)
CO

Item 1. Security and Issuer

This statement on Schedule 13D (this "Statement") relates to the Common Stock, \$0.01 par value per share (the "Common Stock"), of Huntsman Corporation, a Delaware corporation (the "Company"). The principal executive offices of the Company are located at 500 Huntsman Way, Salt Lake City, Utah 84108.

Item 2. Identity and Background

(a)—(c), (f)

The name of the entity filing this Statement is The Jon and Karen Huntsman Foundation, a Utah nonprofit corporation (the "Foundation"). The address of the Foundation's principal business and office is 500 Huntsman Way, Salt Lake City, Utah 84108, and its purpose is to receive and maintain a fund or funds of property to use and apply the income therefrom and the principal thereof exclusively for religious, educational, charitable, scientific, medical or literary purposes, either directly or by making contributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. The name, business address and present principal occupation of each executive officer and voting trustee of the Foundation is listed below. Each such person is a United States citizen and the business address of each such person is 500 Huntsman Way, Salt Lake City, Utah 84108.

Name	Principal Occupation
Jon M. Huntsman	Chairman of Huntsman Corporation
Karen H. Huntsman	Retired
Peter R. Huntsman	President and CEO of Huntsman Corporation
Christena H. Durham	Self-employed
Kathleen H. Huffman	Self-employed
David H. Huntsman	Self-employed
Paul C. Huntsman	Self-employed
James H. Huntsman	Self-employed
Jennifer H. Parkin	Self-employed

(d) and (e)

To the knowledge of the Foundation, neither the Foundation nor any of the persons listed above has, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or was, during the last five years, a party to a civil proceeding as a result of which such person was or is subject to a judgment, decree, or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration

The Foundation acquired 21,782,000 shares of Common Stock of the Company (the "Contribution Shares") as a donation from Jon M. Huntsman (the "Contribution"). The Foundation did not give any consideration for the Contribution.

Item 4. Purpose of Transaction

The purpose of the transaction was a charitable gift to the Foundation of the Contribution Shares by Jon M. Huntsman. The Contribution was made on June 25, 2007.

The Foundation is aware that, on June 26, 2007, the Company entered into an Agreement and Plan of Merger (the "Merger Agreement") with Basell AF, a Luxembourg entity ("Basell") and BI Acquisition Holdings Limited, a Delaware corporation and wholly-owned subsidiary of Basell ("Merger Sub"), pursuant to which Basell has agreed to acquire all of the issued and outstanding Common Stock of the Company. Under the terms of the Merger Agreement, Merger Sub will be merged with and into the Company, with the Company continuing as the surviving corporation and a wholly-owned subsidiary of Basell (the "Merger"). At the effective time of the Merger, each outstanding share of Common Stock (including the shares held by the Foundation), other than any shares held by Basell, Merger Sub, the Company or its subsidiaries or any stockholders who are entitled to and who properly exercise appraisal rights under Delaware law, will be cancelled and converted into the right to receive \$25.25 in cash, without interest. If the Merger is completed, the Common Stock of the Company will cease to be listed on the New York Stock Exchange.

As an inducement for Basell to enter into the Merger Agreement, the Foundation and certain other beneficial owners of Common Stock including HMP Equity Trust, MatlinPatterson Global Opportunities Partners L.P., MatlinPatterson Global Opportunities Partners B, L.P., MatlinPatterson Global Opportunities Partners (Bermuda) L.P. and Fidelity Charitable Gift Fund (collectively, the "Voting Parties") entered into a letter agreement (the "Voting Agreement") with Basell on June 26, 2007 relating to, among other things, the voting of the shares of Common Stock (the "Shares") held by the Voting Parties. Pursuant to the Voting Agreement, each Voting Party irrevocably agreed to vote its Shares (a) in favor of adoption of the Merger Agreement and (b) against (i) any proposal made in opposition to adoption of the Merger Agreement or in competition with the Merger, (ii) any Takeover Proposal (as such term is defined in the Merger Agreement) and (iii) to the extent that any of the following actions require a stockholder vote pursuant to applicable law, any proposal, transaction, agreement, amendment of the Company's certificate of incorporation or bylaws or other action that is intended to or would reasonably be expected to prevent, impede, interfere with, delay, postpone or discourage consummation of the Merger or that would result in a breach of any representation, warranty, covenant, agreement or other obligation of the Company in the Merger Agreement. However, such Voting Party's obligation to vote in favor of adoption of the Merger Agreement will not apply in the event an Adverse Recommendation Change (as such term is defined in the Merger Agreement) has occurred and remains in effect. Each Voting Party also irrevocably and unconditionally waived, and agreed to prevent the exercise of, any rights of appraisal, any dissenters' rights and any similar rights relating to the Merger that such party may directly or indirectly have by virtue of the ownership of any of the Shares.

In addition, pursuant to the Voting Agreement, each Voting Party agreed, subject to certain exceptions, that it will not, directly or indirectly, sell, transfer, assign, pledge, encumber or otherwise dispose of any of the Shares, or any interest therein, or any voting rights with respect thereto, or enter into any contract, option or other arrangement or understanding with respect thereto (including any voting trust or agreement and the granting of any proxy), other than (a) pursuant to the Merger or (b) with the prior written consent of Basell.

Furthermore, pursuant to the Voting Agreement, each Voting Party agreed, subject to certain exceptions, that it will not, directly or indirectly, (i) solicit, initiate, encourage or knowingly encourage, or take any other action to knowingly facilitate the making of any proposal that constitutes or is reasonably likely to lead to a Takeover Proposal or (ii) enter into, continue or otherwise participate in any discussions or negotiations regarding, or furnish to any person any confidential information with respect to, any Takeover Proposal.

The purpose of entering into the Voting Agreement was to induce Basell to enter into the Merger Agreement and to facilitate the approval of the Merger Agreement. An aggregate of 128,576,387 Shares are subject to the Voting Agreement (including 104,814,387 Shares held directly by HMP Equity Trust, 21,782,000 Shares held by the Foundation and 1,980,000 Shares held by Fidelity Charitable Gift Fund, another charitable organization that received a donation of Shares from Jon M. Huntsman). The Foundation expressly disclaims that it has agreed to act as a group in connection with the Voting Agreement other than as described in this Statement.

The foregoing discussion is qualified in its entirety by reference to the Merger Agreement and the Voting Agreement, the terms of each of which are incorporated by reference to Exhibits 1 and 2, respectively, hereto.

Item 5. Interest in Securities of the Issuer

- (a) The Foundation beneficially owns 21,782,000 shares of Common Stock, which represents approximately 9.8% of the outstanding shares of Common Stock.
- (b) The Foundation has the sole power to vote and the sole power to dispose of all of the Contribution Shares.
- (c) The Contribution is the only transaction in the Common Stock that was effected by the Foundation during the past 60 days.
- (d) To the knowledge of the Foundation, no other person has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the reported Shares.
- (e) Not applicable.

The information set forth in Item 4 of this Schedule 13D is hereby incorporated by reference.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

Other than the agreements described in Item 4, to the knowledge of the Foundation, there are no contracts, arrangements, understandings or relationships among the persons named in Item 2 and between such persons and any other person with respect to any securities of the Company, including but not limited to transfer or voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies.

Item 7. Material to be Filed as Exhibits

The following documents are filed as exhibits:

1. Agreement and Plan of Merger, dated as of June 26, 2007, among the Company, Basell AF and BI Acquisition Holdings Limited (incorporated by reference to Exhibit 2.1 to the Company's Current Report on Form 8-K filed on June 27, 2007)
2. Letter Agreement dated as of June 26, 2007 by and among Basell AF, MatlinPatterson Global Opportunities Partners L.P., MatlinPatterson Global Opportunities Partners B, L.P., MatlinPatterson Global Opportunities Partners (Bermuda) L.P., HMP Equity Trust, The Jon and Karen Huntsman Foundation and Fidelity Charitable Gift Fund

SIGNATURE

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

Date: July 6, 2007

THE JON AND KAREN HUNTSMAN FOUNDATION

By: /s/ J. KIMO ESPLIN

Name: J. Kimo Esplin
Title: Vice President

Attention: Intentional misstatements or omissions of fact constitute Federal criminal violations (See 18 U.S.C. 1001)

June 26, 2007

Basell AF
Hoeksteen 66
2132 MS Hoofddorp
The Netherlands

Ladies and Gentlemen:

Each undersigned ("*Stockholder*" and, collectively, the "*Stockholders*") understands that Basell AF, an entity limited by shares organized under the Grand Duchy of Luxembourg ("*Parent*"), BI Acquisition Holdings Limited, a Delaware corporation ("*Merger Sub*") and Huntsman Corporation, a Delaware corporation (the "*Company*"), propose to enter into an Agreement and Plan of Merger, dated as of June 26, 2007 (as it may be from time to time amended, the "*Merger Agreement*"), providing for, among other things, a merger of Merger Sub with and into the Company (the "*Merger*"), in which all of the issued and outstanding shares of common stock, par value \$0.01 per share, of the Company (the "*Company Common Stock*") (other than shares of Company Common Stock held in treasury or as to which appraisal rights shall have been perfected) will be cancelled and converted into the right to receive the Merger Consideration. Terms used without definition in this letter agreement shall have the meanings ascribed thereto in the Merger Agreement.

Each Stockholder acknowledges that as a condition to entering into the Merger Agreement, Parent has required that Stockholder enter into this letter agreement and such Stockholder is willing to enter into this letter agreement.

Each Stockholder hereby confirms its agreement with Parent, and Parent hereby confirms its agreement with such Stockholder, as follows:

1. Stockholder represents and warrants that (i) it is the owner of the number of shares of Company Common Stock listed by Stockholder's name on *Exhibit A* as of the date hereof (all such shares, and any other shares of capital stock of the Company acquired by Stockholder after the date hereof, shall hereinafter be referred to as the "*Shares*") and (ii) it does not own any other shares of Company Common Stock or shares of Company Preferred Stock. Stockholder represents and warrants that, as of the date of this letter agreement, it owns the Shares free and clear of all liens, mortgages, encumbrances, pledges, security interests, equities or charges of any kind (each, a "*Lien*") and all voting agreements and commitments of every kind, other than, with respect to the HMP Equity Trust, the HMP Equity Trust Amended and Restated Trust Agreement, dated as of February 10, 2005 (the "*Trust Agreement*"). Stockholder further represents and warrants that it has the power to vote all of the Shares (in the case of the HMP Equity Trust, pursuant to the terms of the Trust Agreement) and that no proxies through and including the date hereof given in respect of any or all of the Shares are irrevocable and that any such proxies have been revoked. Stockholder represents and warrants that it has obtained all necessary approvals required (in the case of the HMP Equity Trust, including pursuant to the terms of the Trust Agreement) to fulfill its obligations hereunder, including, but not limited to, its obligations pursuant to Section 3 hereof.

2. Stockholder agrees that it will not, directly or indirectly, sell, transfer, assign, pledge, encumber or otherwise dispose of (any of the foregoing, a "*Transfer*") any of the Shares, or any interest therein, or any voting rights with respect thereto or enter into any contract, option or other arrangement or understanding with respect thereto (including any voting trust or agreement and the granting of any proxy), other than (a) pursuant to the Merger or (b) with the prior written consent of Parent. Notwithstanding anything in this Agreement to the contrary, however, beginning on the earlier of 50 days from the date hereof and the date the Matlin Stockholder believes that an adverse tax law change becomes reasonably likely, (i) the Matlin Stockholder may transfer of up to an aggregate of 8% of the issued and outstanding shares of Company Common Stock as of the date hereof in one or more Transfers *provided, however*, that before giving effect to each such Transfer, the Matlin Stockholder has

provided written notice to Parent of its intention to Transfer the Shares, and after giving effect to each such Transfer (x) the number of Shares owned in the aggregate legally and of record by the Stockholders set forth on Exhibit A hereto shall represent not less than a majority of the total issued and outstanding shares of Company Common Stock on a fully diluted basis (as determined at the time of such transfer) entitled to vote at the meeting of the stockholders of the Company in respect of the Merger, the Merger Agreement and the transactions contemplated thereby, (y) the transferee thereof enters into this Agreement as if an original signatory hereto and agrees to be bound by the voting covenant and grant of proxy herein with respect to the Transferred Shares and (z) such Transfer does not materially and adversely affect the ability of Parent and Merger Sub to consummate the transactions or the rights of the Company under any Company Contract; and, *provided, further*, that any such Transfer is subject to a right of first refusal exercisable by Parent no later than 5:00 PM EST on the Business Day following the Business Day that such written notice is received; and, *provided, further*, that any such Transfer shall only be negotiated and effected by Parent's financial advisor; and (ii) the Matlin Stockholder may sell Shares in excess of 8% of the issued and outstanding shares of Company Common Stock as of the date hereof if the provisos of clause (i) above are satisfied and if Parent consents in advance to such Transfer, such consent not to be (y) withheld unless Parent reasonably believes the Transfer will adversely affect the ability of Parent and Merger Sub to consummate the Merger or (z) delayed (it being understood that such consent will be deemed granted if Parent does not respond to such request for consent by 5:00 PM EST on the Business Day following the Business Day that such request for consent is received); *provided, further*, that in any event (A) any Transfers by Matlin Stockholder permitted under this Agreement shall not be made at a price per Share greater than the Merger Consideration and (B) the following legend will be placed on all the stock certificates of the Transferred Shares "The shares represented by this certificate are restricted shares, which are subject to restrictions on transfer and other restrictions pursuant to the provisions of the Voting Agreement, dated June 26, 2007, among MatlinPatterson Global Opportunities Partners L.P., MatlinPatterson Global Opportunities Partners B L.P. and MatlinPatterson Global Opportunities Partners (Bermuda) L.P. and Basell AF, a copy of which is on file at the offices of the corporate secretary of Huntsman Corporation." For purposes of this Section 2 "Matlin Stockholder" means MatlinPatterson Global Opportunities Partners L.P., MatlinPatterson Global Opportunities Partners B, L.P. and MatlinPatterson Global Opportunities Partners (Bermuda) L.P.

3. During the term of this letter agreement, at every meeting of the stockholders of the Company called, and at every postponement or adjournment thereof, and on every action or approval by written consent of the stockholders of the Company, Stockholder irrevocably agrees to vote the Shares or to cause the Shares to be voted, to the extent to which they can legally be voted, (a) in favor of adoption of the Merger Agreement and (b) against (i) any proposal made in opposition to adoption of the Merger Agreement or in competition with the Merger, (ii) any Takeover Proposal and (iii) to the extent that any of the following actions require a stockholder vote pursuant to applicable law, any proposal, transaction, agreement, amendment of the Company's certificate of incorporation or by-laws or other action that is intended to or would reasonably be expected to prevent, impede, interfere with, delay, postpone or discourage consummation of the Merger or that would result in a breach of any representation, warranty, covenant, agreement or other obligation of the Company in the Merger Agreement; *provided, however*, that Stockholder's obligation to vote in favor of adoption of the Merger Agreement pursuant to clause (a) shall not apply in the event an Adverse Recommendation Change has occurred and remains in effect. Any such vote shall be cast (or consent shall be given) by Stockholder in accordance with such procedures relating thereto so as to ensure that it is duly counted, including for purposes of determining that a quorum is present and for purposes of recording the results of such vote (or consent). Stockholder hereby irrevocably and unconditionally waives, and agrees to prevent the exercise of, any rights of appraisal, any dissenters' rights and any similar rights relating to the Merger that Stockholder may directly or indirectly have by virtue of the ownership of any of the Shares.

4. Subject to the Stockholder's rights to make Transfers in Section 2 and to solicit Transferees through Citigroup for the purpose of making such Transfers permitted by Section 2. Stockholder agrees that it will not, and, subject to Section 8, will cause its respective Representatives not to, directly or indirectly, (i) solicit, initiate, encourage or knowingly encourage, or take any other action to knowingly facilitate the making of any proposal that constitutes or is reasonably likely to lead to a Takeover Proposal or (ii) enter into, continue or otherwise participate in any discussions or negotiations regarding, or furnish to any person any confidential information with respect to, any Takeover Proposal. Stockholder shall immediately cease and cause to be terminated, and shall cause its respective Representatives to immediately cease and cause to be terminated, all then existing discussions and negotiations with any Person conducted heretofore with respect to any Takeover Proposal, and shall request the prompt return or destruction of all confidential information previously furnished in connection therewith.

5. Stockholder represents and warrants (a) that it has duly authorized and executed this letter agreement and has all necessary power and authority to enter into this letter agreement; and (b) that, assuming the due authorization, execution and delivery of this letter agreement by Parent, this letter agreement is Stockholder's legal, valid and binding agreement and is enforceable against Stockholder in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and subject to the general principles of equity.

6. Stockholder further represents and warrants that, as of the date hereof, the execution and delivery of this letter agreement by Stockholder do not, and the performance of its obligations under this letter agreement and the consummation of the transactions to be consummated by it as contemplated hereby shall not, (a) conflict with or violate any law, rule, regulation, order, judgment or decree applicable to Stockholder or by which the Shares are bound or affected, (b) result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien on, any of the Shares pursuant to, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which Stockholder is a party or by which Stockholder or the Shares are bound or affected, and (c) require any consent, approval, authorization or permit of, or filing with or notification to, any court or arbitrator or any Governmental Entity or official except for (i) applicable requirements, if any, of the Securities and Exchange Act of 1934, as amended, and (ii) where the failure to obtain such consents, approvals, authorizations or permits, or to make such filings or notifications, would not prevent or delay the performance by Stockholder of its obligations under this letter agreement.

7. This letter agreement shall become effective as of the date hereof and shall continue in effect until the first to occur of (i) December 15, 2007, (ii) the Effective Time of the Merger, (iii) the date 3 Business Days after the stockholders meeting in which a vote is held concerning the approval of the Merger, (iv) the date that any material change or amendment (for the avoidance of doubt, "material" for purposes of this definition shall include, but not be limited to, any reduction in the consideration payable pursuant to the Merger Agreement) shall be made to the Merger Agreement without the written consent of the HMP Equity Trust and MatlinPatterson Global Advisers LLC and (v) the termination of the Merger Agreement at which time this letter agreement and all obligations of the parties hereunder shall automatically terminate; *provided, however*, (a) that Sections 8, 9, 10 and 11 hereof shall survive any such termination and (b) such termination shall not relieve any party of any obligation for any breach of this letter agreement occurring prior to such termination.

8. Stockholder is entering into this letter agreement solely in its capacity as record holder or beneficial owner of the Shares and nothing herein shall limit or affect any actions taken by any employee, officer, director, partner or other affiliate of Stockholder, in his or her capacity as a director or officer of the Company (or a Subsidiary of the Company).

9. This letter agreement shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflict of laws thereof.

10. Each party to this letter agreement recognizes and acknowledges that a breach by it of any covenants or agreements contained in this letter agreement will cause the other party to sustain damages for which it would not have an adequate remedy at law for money damages, and therefore each party agrees that in the event of any such breach, the aggrieved party shall be entitled to specific performance of such covenants and agreements and injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this letter agreement and to enforce specifically the terms and provisions of this letter agreement in any federal or state court located in the State of Delaware.

11. The effectiveness of this letter agreement shall be conditioned upon the execution and delivery of the Merger Agreement by the parties thereto.

12. Stockholder agrees that this letter agreement and the obligations hereunder shall attach to the Shares and shall be binding upon any person or entity to which legal or beneficial ownership of the Shares shall pass, whether by operation of law or otherwise, including Stockholder's administrators or successors, as applicable.

13. Parent acknowledges and agrees that nothing in this letter agreement shall be deemed to vest in Parent any direct or indirect ownership or incidence of ownership of or with respect to any of the Shares. All rights, ownership and economic benefits of and relating to the Shares shall remain vested in and belong to Stockholder, and Parent shall have no authority to manage, direct, superintend, restrict, regulate, govern or administer any of the policies or operations of the Company or exercise any power or authority to direct Stockholder in the voting of any of the Shares, except as otherwise expressly provided herein.

Please confirm that the foregoing correctly states the understanding between Stockholder and you by signing and returning to us a counterpart hereof.

Very truly yours,

HMP EQUITY TRUST

/s/ JON M. HUNTSMAN

Jon M. Huntsman, as Administrative Trustee

/s/ PETER R. HUNTSMAN

Peter R. Huntsman, as Administrative Trustee

/s/ DAVID MATLIN

David Matlin, as Administrative Trustee

/s/ CHRISTOPHER PECHOCK

Christopher Pechock, as Administrative Trustee

THE JOHN AND KAREN HUNTSMAN FOUNDATION

By: /s/ JON M. HUNTSMAN

Name: Jon M. Huntsman
Title:

MATLINPATTERSON GLOBAL OPPORTUNITIES PARTNERS L.P.

By: MatlinPatterson Global Advisers LLC, its Investment Advisor

By: /s/ ROBERT H. WEISS

Name: Robert H. Weiss
Title: General Counsel

MATLINPATTERSON GLOBAL OPPORTUNITIES PARTNERS B, L.P.

By: MatlinPatterson Global Advisers LLC, its Investment Advisor

By: /s/ ROBERT H. WEISS

Name: Robert H. Weiss
Title: General Counsel

MATLINPATTERSON GLOBAL OPPORTUNITIES PARTNERS (BERMUDA) L.P.

By: MatlinPatterson Global Advisers LLC, its Investment Advisor

By: /s/ ROBERT H. WEISS

Name: Robert H. Weiss
Title: General Counsel

FIDELITY CHARITABLE GIFT FUND

By: /s/ MARK S. ALCAIDE

Name: Mark S. Alcaide
Title: Treasurer

Please confirm that the foregoing correctly states the understanding between Stockholder and you by signing and returning to us a counterpart hereof.

Very truly yours,

Confirmed as of the date first above written:

BASELL AF

By: /s/ PHILLIP KASSIN

Name: Phillip Kassin
Title: Vice President

Exhibit A

HMP Equity Trust—104,814,387
The John and Karen Huntsman Foundation—21,782,000
Fidelity Charitable Gift Fund—1,980,000

