

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, DC 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): **December 23, 2005**

**Huntsman Corporation**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-32427**  
(Commission  
File Number)

**42-1648585**  
(IRS 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 obligations 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 Material Definitive Agreement.**

On December 23, 2005, Huntsman International LLC, a subsidiary of Huntsman Corporation, adopted (1) amendments to and the restatement of the Huntsman Supplemental Executive Retirement Plan (the "SERP"), (2) the Huntsman Supplemental Executive MPP Plan (the "SEMPP") and (3) amendments to and the restatement of the Huntsman Supplemental Savings Plan (the "SSP"). In addition, on December 23, 2005, Huntsman Corporation adopted the Huntsman Outside Directors Elective Deferral Plan (the "Directors Deferral Plan").

As used in this report, the term "Code" means the Internal Revenue Code of 1986, as amended, and the term "Section 409A" means Section 409A of the Code, together with the proposed Treasury Regulations and administrative pronouncements of the Internal Revenue Service issued thereunder.

Descriptions of the adopted, amended and/or restated items are set forth below.

***Huntsman Supplemental Executive Retirement Plan***

The SERP is an unfunded nonqualified pension plan established to provide certain executive employees with benefits that could not be provided, due to legal limitations, under the Huntsman Defined Benefit Pension Plan, a qualified defined benefit pension plan, and the Huntsman Money Purchase Pension Plan, a qualified money purchase pension plan. The SERP was amended and restated for four purposes: (1) to transfer certain liabilities related to benefits for eligible executive employees to the newly established SEMPP, (2) to reflect a change in the benefit formula in the Huntsman Defined Benefit Pension Plan, (3) to provide for the merger of the Polyurethanes Executive Pension Plan and the Polyurethanes Excess Benefit Plan (each an unfunded nonqualified pension plan) into the SERP, and (4) to allow eligible executive employees to comply with Section 409A. The effective date of the amendment and restatement of the SERP with respect to items (1) - (3) is July 1, 2004 because each of these items relates to the amendment of the Huntsman Defined Benefit Pension Plan which was effective on such date. The effective date of the amendment and restatement of the SERP with respect to item (4) is January 1, 2005 in accordance with Section 409A.

The amended and restated SERP is filed with this report as Exhibit 10.1.

***Huntsman Supplemental Executive MPP Plan***

The SEMPP is an unfunded nonqualified pension plan established to provide certain executive employees with benefits that could not be provided, due to legal limitations, under the Huntsman Money Purchase Pension Plan, a qualified money purchase pension plan. Effective as of July 1, 2004, certain liabilities resulting from benefits formerly provided under the SERP for eligible executive employees were transferred from the SERP to the SEMPP. The SEMPP has been designed to allow executive employees to comply with the requirements of Section 409A.

The SEMPP is filed with this report as Exhibit 10.2.

***Huntsman Supplemental Savings Plan***

The SSP is an unfunded nonqualified pension plan established primarily for the purpose of providing certain executive employees with the flexibility to defer the receipt of income, including amounts that cannot be deferred under the provisions of the Huntsman Salary Deferral Plan, a qualified profit-sharing plan under Section 401(k) of the Code, because of legal limitations applicable to that plan. The SSP was

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amended and restated effective as of January 1, 2005 to allow eligible executive employees to comply with Section 409A.

The amended and restated SSP is filed with this report as Exhibit 10.3.

***Huntsman Outside Directors Elective Deferral Plan***

The Directors Deferral Plan is an unfunded nonqualified pension plan established primarily for the purpose of providing Huntsman Corporation's outside directors with the ability to defer the receipt of director fees. The Directors Deferral Plan is effective as of January 1, 2006 and has been designed to allow outside directors to comply with the requirements of Section 409A.

The Directors Deferral Plan is filed with this report as Exhibit 10.4.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

10.1	Amended and Restated Huntsman Supplemental Executive Retirement Plan
10.2	Huntsman Supplemental Executive MPP Plan
10.3	Amended and Restated Huntsman Supplemental Savings Plan
10.4	Huntsman Outside Directors Elective Deferral Plan

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**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

/s/ John R. Heskett

John R. Heskett

Vice President, Corporate Development and Investor Relations

Dated: December 30, 2005

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**INDEX TO EXHIBITS**

<b>Exhibit Number</b>	<b>Description</b>
10.1	Amended and Restated Huntsman Supplemental Executive Retirement Plan
10.2	Huntsman Supplemental Executive MPP Plan
10.3	Amended and Restated Huntsman Supplemental Savings Plan
10.4	Huntsman Outside Directors Elective Deferral Plan

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**HUNTSMAN  
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN**

(As Restated July 1, 2004)

**HUNTSMAN  
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN**  
(as restated July 1, 2004)

THIS RESTATEMENT OF THE SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN is effective as of July 1, 2004 except as otherwise provided in this Plan.

This Plan as herein restated shall govern the benefits of any Member whose employment terminates on or after July 1, 2004 and the terms of this Plan at it existed prior to its restatement effective July 1, 2004 shall be disregarded. Notwithstanding the foregoing, the benefits of a Member whose employment terminates prior to July 1, 2004 shall be governed by the Plan as it existed at the time the employment terminated.

**ARTICLE I**

**NAME**

**1.1 Name.** The Plan shall be known as "THE HUNTSMAN SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN" and is hereinafter sometimes referred to as the "Plan".

**ARTICLE II**

**PURPOSE AND SPECIAL EFFECTIVE DATES**

**2.1 Purpose.** The primary purpose of this Plan is to provide benefits for certain key employees that cannot be provided under the Huntsman Defined Benefit Pension Plan because of certain limitations. The Plan is intended to be an unfunded plan maintained primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees for purposes of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and shall be administered as such.

**2.2 History.** This Plan was originally created in 1996 by Huntsman Chemical Corporation to provide benefits to certain executive employees that could not be provided due to legal constraints by the Huntsman Defined Benefit Pension Plan and the Huntsman Money Purchase Pension Plan. In connection with this restatement of the Plan, the liabilities of the Plan as it existed immediately prior to this restatement which relate to the Huntsman Money Purchase Pension Plan are being transferred to the newly established Huntsman Supplemental Executive Pension Plan (the "Executive Pension Plan"). All administrative actions, including the payment of benefits, with respect to the liabilities transferred to the Executive Pension Plan taken after the effective date of this restatement of the Plan shall be treated in all respects as action taken under the Executive Pension Plan. It is intended that there be no duplication of benefits, taking into account this Plan and the Executive Pension Plan, and this Plan shall be interpreted and administered accordingly.

All rights to supplemental benefits in excess of those provided under the Huntsman Money Purchase Pension Plan for Members whose termination of employment occurs on or after July 1, 2004 shall be governed by the terms of the Executive Pension Plan and not this Plan.

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**2.3 Special Effective Dates.** The following provisions are subject to special effective dates:

(a) Section 3.4 defining "Commencement Date" is effective January 1, 2005. For the period prior to January 1, 2005, the term "Commencement Date" shall have the meaning set forth in Section 3.5 of the Plan as it existed immediately prior to the Effective Date of this restatement.

(b) Section 3.8 defining "Employer" is effective August 16, 2005. Prior to August 16, 2005 the Plan is being sponsored by Huntsman LLC with Huntsman International LLC as a participating employer along with the other participating employers set forth in Section 3.8. Section 3.8 shall be administered accordingly.

(c) Section 3.11 defining "Plan Administrator" is effective August 16, 2005. Prior to August 16, 2005, the Plan Administrator is the person or entity designated by the President of Huntsman LLC (or in the absence of an effective designation it is the President of Huntsman LLC).

(d) Sections 4.3, 4.4, 4.5 and 4.6 governing the payment of benefits are effective for Termination Dates on and after January 1, 2005. For Termination Dates prior to January 1, 2005, the payment of benefits shall be governed by the terms of Sections 4.2 and 4.3 of the Plan as they existed immediately prior to the Effective Date of this restatement.

**ARTICLE III**

**DEFINITIONS**

When used herein, the following words shall have the meanings indicated, unless the context clearly indicates otherwise:

**3.1 Affiliate.** The word "Affiliate" means (i) a corporation which is a member of a controlled group of corporations (within the meaning of Section 1563(a) of the Code determined without regard to Sections 1563(a)(4) and (e)(3)(C) thereof) which includes an Employer, provided that the phrase "more than 50 percent" shall be substituted for the phrase "at least 80 percent" in Section 1563(a)(1) of the Code, and (ii) any trade or business (whether or not incorporated) which is under common control (as defined in Section 414(c) of the Code as modified by Section 415(h) of the Code and regulations thereunder) with an Employer.

**3.2 Beneficiary.** The word "Beneficiary" shall mean the person or persons entitled to receive benefits upon the death of a Member under this Plan.

**3.3 Code.** The word "Code" shall mean the Internal Revenue Code of 1986, as amended.

**3.4 Commencement Date.** The words "Commencement Date" shall mean the Termination Date of the Member, provided, however, if the Member is considered a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) as of the Termination Date, then the Commencement Date shall be the date that is six

months after the Termination Date.

**3.5 Defined Benefit Pension Plan.** The words "Defined Benefit Pension Plan" means the Huntsman Defined Benefit Pension Plan.

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**3.6 Disability.** The word "Disability" shall mean any medically determinable physical or mental impairment which is considered a permanent disability under the terms of the Defined Benefit Pension Plan; provided, however, on and after January 1, 2005 an impairment shall not be considered a Disability for purposes of this Plan unless it is determined by the Plan Administrator that the Member is disabled within the meaning of Section 409A(a)(2)(C) of the Code.

**3.7 Effective Date.** The "Effective Date" of this restated Plan shall be July 1, 2004. The original effective date of the Plan was January 1, 1996.

**3.8 Employer.** The word "Employer" shall mean the Huntsman International LLC. In addition, unless the context indicates otherwise, as used in this Plan, the term "Employer" shall also mean and include any other Affiliate of Huntsman International LLC that has been granted permission by the Board of Directors of Huntsman International LLC to participate in this plan. This permission shall be granted under such conditions and upon such conditions as the Board of Directors deems appropriate. By a separate schedule, an adopting employer may set forth the manner in which this Plan will apply to its participating employees. The following entities are participating employers:

Huntsman Petrochemical Corporation  
Huntsman Purchasing, Ltd

The obligations of an Employer hereunder shall be limited to the employees of that Employer participating in this Plan.

**3.9 Member.** The word "Member" means those executive employees of an Employer participating in the Plan at the Effective Date of its restatement. In addition, it means an executive employee of an Employer who is specifically designated as a Member by the President (or the employee of the Employer who has the responsibilities of the chief executive officer of that Employer if there is no employee with the title of president) of that Employer. The designation shall specify the date as of which the executive employee becomes a Member of the Plan. Notwithstanding the foregoing provisions of this section, the President of the Employer (or the employee of the Employer who has the responsibilities of the chief executive officer of that Employer if there is no employee with the title of president) shall have full discretion to adjust the status of any individual that is an employee of that Employer for purposes of this Plan (whether to include an employee or to remove an employee or to set or adjust the terms of participation). In the event an individual ceases to be a Member of the Plan or otherwise experiences a change in status, any rights earned under this Plan prior to the change in status shall be paid to the individual at such time as it would otherwise have been, but for the change in status, under the terms of this Plan (subject to the Employer rights to amend or terminate the Plan in Section 6.3).

**3.10 Plan.** The word "PLAN" shall mean the Supplemental Executive Retirement Plan set forth in and by this document, as the same may be amended from time to time.

**3.11 Plan Administrator.** The words "Plan Administrator" shall mean the person or entity designated by the President of HUNTSMAN INTERNATIONAL LLC to administer this Plan. In the absence of an effective designation, it shall mean the President of HUNTSMAN INTERNATIONAL LLC.

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**3.12 "Reasonable Cause"** means any of the following, with respect to the Member's position with the Employer:

- (a) Gross negligence, fraud, dishonesty or willful violation of any law or material violation of any significant Employer policy, committed in connection with the position and resulting in a material adverse effect on the Employer; or
- (b) Failure to substantially perform (for reasons other than medically determinable disability) the duties reasonably assigned or appropriate to the position, in a manner reasonably consistent with prior practice;

provided, however, that the term "Reasonable Clause" shall not include ordinary negligence or failure to act, whether due to an error in judgment or otherwise, if the Member has exercised substantial efforts in good faith to perform the duties reasonably assigned or appropriate to the position.

**3.13 "Service"** shall mean the years of service that the Member would have under the Defined Benefit Pension Plan based upon the date of hire specified for the Member in connection with the designation of the Member for participation in this Plan. If no special date of hire was specified in connection with the designation of the Member for participation in this Plan, then Service shall mean the Years of Service of the Member.

**3.15 Termination Date.** The words "Termination Date" means the date the Member ceases to render services of the Employer and all Affiliates for any reason whatsoever, voluntary or involuntary other than on account of the death of the Member, provided, however, if the Plan Administrator determines that the Member who ceases to render services on or after January 1, 2005 has not experienced a "separation from service" within the meaning of Code Section 409A(a)(2)(A)(i) on the date that would otherwise be a Termination Date hereunder, then the "Termination Date" for purposes of the Plan shall be the first date thereafter as of which the Member has experienced a separation from service within the meaning of Code Section 409A(a)(2)(A)(i).

**3.16 Vested Member.** The words "Vested Member" shall mean:

- (a) a Member who is credited with ten or more Years of Service;
- (b) a Member who experiences a Termination Date on account of death or disability (as permanent disability is defined under the Defined Benefit Pension Plan), or on or after attaining normal retirement age under the Defined Benefit Pension Plan; or
- (c) a Member whose employment is terminated by the Employer without Reasonable Cause.

**3.17 Year of Service.** The words "Year of Service" means a year of service as that term is defined under the Defined Benefit Pension Plan, taking into account, however, only actual service with the Employer or an Affiliate of the Employer, and disregarding service for a prior employer credited under the Defined Benefit Pension Plan if that prior employer was not an Affiliate of the Employer.

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## SUPPLEMENTAL BENEFIT

**4.1 Benefit.** The benefit of a Member at the Commencement Date of the Member is an amount equal to the sum of the following:

(a) An amount equal to benefit of the Member, if any, under this Plan calculated as of July 1, 2004 under Section 4.1 of this Plan as it existed immediately prior to the Effective Date of this restatement, converted into an opening account balance in the same manner and using the same assumptions as applicable under the Defined Benefit Pension Plan to the conversion of the accrued benefit of the Member under the Defined Benefit Pension Plan into an opening account balance as of such date, and adjusted by the interest credits that would be applied to this Opening Account Balance if it had been part of the opening account balance of the Member under the Defined Benefit Pension Plan for the period from July 1, 2004 to the Commencement Date (disregarding for these purposes any limitations of Section 415 of the Code otherwise applicable to the Defined Benefit Pension Plan); and

(b) An amount equal to the positive difference between (1) the sum of the pay credits and transition credits, as adjusted for applicable interest credits, for the period from July 1, 2004 (or such later date as the Member enters the Plan) to the Commencement Date that would have been credited to the cash balance account of the Member in the Defined Benefit Pension Plan under the provisions of the Defined Benefit Pension Plan, taking into account all Service of the Member and disregarding any limitations of Section 415 and Section 401(a)(17) Code; and (2) the sum of the pay credits and transition credits, as adjusted for applicable interest credits, for such period actually credited to the cash balance account of the Member in the Defined Benefit Pension Plan.

**4.2 Entitlement to Benefits.** A Vested Member shall be entitled to his or her benefits upon reaching his or her Commencement Date.

**4.3 Payment of Benefits.** Benefits shall commence to be paid to a Vested Member on a date that is 30 days from the Commencement Date or as soon thereafter as administratively feasible. The normal form of the benefit is a single cash lump sum.

**4.4 Form of Payment.** The amount due the Member shall be paid in one of the following forms as selected by the Member in writing in connection with the enrollment of the Member in the Plan or in a subsequent election that is valid in accordance with the terms of the Plan as it existed at the time the election was made:

(a) A single cash lump sum.

(b) An annuity for the life of the Member.

(c) An annuity for the life of the Member with payments guaranteed for 120 months, which payments during the guaranteed period after the death of the Member shall be paid to the Beneficiary of the Member. If the Beneficiary is an individual and dies after the death of the Member, the commuted value of the remaining payments as the Beneficiary would have received had the Beneficiary continued to live shall be paid in a single cash payment to the estate of the Beneficiary.

(d) A joint and survivor annuity with an annuitant designated by the Member prior to the time benefits start to be paid to the Member under which a reduced amount shall be paid to the Member for his life, and his joint annuitant, if surviving at the Member's death, shall be entitled to receive thereafter a lifetime survivorship pension in a monthly amount equal to 50 or 100 percent (as designated by the Member prior to the time benefits start to be paid to the Member) of the amount which had been payable to the Member.

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In the event the Member makes no election as to the form of payment (or the election does not satisfy the applicable requirements of the Plan or of Section 409A of the Code), the benefits of the Member shall be paid to the Member in the form of a single cash lump sum. Notwithstanding the foregoing, in the event the benefits of the Member do not exceed \$25,000, such benefits shall be paid in the form of a single lump sum payment to the Member without regard to the form of payment elected by the Member. In the event the benefit is not paid in the normal form, the benefit shall be adjusted from the normal form to the form in which it is payable under the Plan in the same manner and using the same assumptions that would be used to convert a benefit to the applicable form commencing as of the Commencement Date under the Defined Benefit Pension Plan.

**4.5 Election to Change Form of Payment.** Prior to January 1, 2007, a Member may change his/her election of the form of payment for a Commencement Date by submitting a written election form to the Plan Administrator; provided such election shall not be effective for a Commencement Date that is less than 12 months from the date the election form was received by the Plan Administrator unless it is received at least 30 days before the Commencement Date and the Plan Administrator, in its sole discretion, approves the form of payment selected. Notwithstanding the foregoing, a Member may not change a form of election on or after January 1, 2006 with respect to payments that would otherwise be received in 2006 or to cause payments to be made in 2006.

On and after January 1, 2007, a Member may change his/her election of the form of payment for a Commencement Date by submitting a written election form to the Plan Administrator; provided

(a) such election shall not be effective for a Commencement Date on account of Disability that is less than 12 months from the date the election form was received by the Plan Administrator;

(b) such election shall not be effective for a Commencement Date on account of a separation from service (other than on account of Disability) that is less than 5 years from the date the election form was received by the Plan Administrator.

For purposes of this Section 4.5, it shall not be considered a change in the form of payment to change the form of payment from one of the annuity forms under (b), (c) or (d) of Section 4.4 to another of those annuity forms of payment provided that the change is made before any annuity payment has been made and provided further that the two annuities are actuarially equivalent using reasonable actuarial assumptions.

**4.6 Payment to Beneficiary.** In the event of the death of the Member before the benefits commence to be paid to the Member, the benefits of the Member under this Plan shall be paid to the Beneficiary of the Member in the form of a single cash payment. The payment shall be paid on the date that is 30 days following the date of death or as soon thereafter as administratively feasible. A Member may designate a Beneficiary on the form prescribed by and delivered to the Plan Administrator. If no Beneficiary is properly designated under this Plan, then the Beneficiary shall be the spouse of the Member, in any, or if there is no surviving spouse it shall be the person entitled under the terms of the Defined Benefit Pension Plan to receive any death benefits that would be payable on account of the Member under the Defined Benefit Pension Plan as of the date of death of that Member. If there is no Beneficiary after the application of the foregoing provisions of this Section, then the payment shall be made to the estate of the Member. If under these rules the benefits are payable to the estate of the Member, and either the Plan Administrator cannot locate a qualified representative of the deceased Member's estate, or if administration of the estate is not otherwise required, the Plan Administrator in its

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discretion may make the distribution to the deceased Member's heirs at law, determined in accordance with the law of the State of the Member's domicile in effect as of the

date of the Member's death.

## ARTICLE V

### ADMINISTRATION OF THE PLAN

**5.1 Plan Administration.** The Plan Administrator shall have the full authority to interpret and construe the Plan and to issue such administrative procedures as it deems appropriate. The Plan Administrator shall have the duty and responsibility of maintaining records, making the requisite calculations and disbursing the payments hereunder. The Plan Administrator's interpretations, determinations, regulations and calculations shall be final and binding on all persons and parties concerned.

**5.2 Claims Procedure.** The Plan Administrator shall establish reasonable procedures for the submission and review of claims with respect to benefits under the Plan. A copy of the claims procedures for the Plan shall be available from the Plan Administrator. The failure of a claimant to follow the claims procedures with respect to a claim, including the review procedures, shall result in the loss of the right to bring an action in court with respect to the claim.

**5.3 Amendment and Termination.**

(a) The Employer may amend or terminate the Plan as it relates to the employees of that Employer at any time, provided, however, that no such amendment or termination shall adversely affect the benefit to which a Member or the Beneficiary of such Member would be entitled immediately prior to the date of such amendment or termination if the employment of the Member had then ended unless the Member becomes entitled to an amount equal to such benefit under another plan or practice of the Employer. The Plan Administrator may amend this Plan in the place of the Employer so long as the amendment does not materially increase the cost of the Plan to the Employer.

(b) During a period beginning April 1, 2005 and ending December 31, 2005, a Member may by written notice to the Plan Administrator elect to terminate participation in the Plan. The termination of participation in the Plan as set forth in the notice shall be effective on the date of the written notice. Thereafter the Member shall no longer accrue any additional benefits under this Plan. The benefits of the Member shall be determined as if the Plan had terminated as of the date of the notice and such benefits shall be paid to the Member in the form of a single cash lump sum payment on the date that is 60 days of the date of the notice or as soon thereafter as is administratively feasible.

**5.4 Payments.** The Employer will pay all benefits arising under this Plan. There shall be deducted from each payment any federal, state or local withholding or taxes or charges which may be required under applicable law as determined by the Employer. The benefits hereunder shall not be treated as compensation from the Employer for purposes of any other benefit plan or program of the Employer unless specifically designated as compensation in such other benefit plan or program.

**5.5 Non-assignability of Benefits.** The benefits payable hereunder or the right to receive future benefits under the Plan may not be anticipated, alienated, pledged, encumbered, or subjected to any charge or legal process, and if any attempt is made to do so, or a person eligible for any benefits becomes bankrupt, the interest under the Plan of the person affected may be terminated by the

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Plan Administrator which, in its sole discretion, may cause the same to be held or applied for the benefit of one or more of the dependents of such person or make any other disposition of such benefits that it deems appropriate.

**5.6 Status of Plan.** Nothing contained herein shall be construed as providing for assets to be held in trust or escrow or any other form of asset segregation for the Member or for any other person or persons to whom benefits are to be paid pursuant to the terms of this plan, the Member's only interest hereunder being the right to receive the benefits set forth herein. To the extent any person acquires a right to receive benefits under this Plan, such right shall be no greater than the right of any unsecured general creditor of the Employer.

**5.7 Indemnification.** To the extent permitted by law, the Employer shall indemnify each member of the Board of Directors and any other employee of the Employer to whom duties are assigned with respect to this Plan, against expenses (including any amount paid in settlement) reasonably incurred by him/her in connection with any claims against him/her by reason of his/her conduct in the performance of his/her duties under the Plan, except in relation to matters as to which he/she acted fraudulently or in bad faith in the performance of such duties. This right of indemnification shall be in addition to any other right to which the Board or other person may be entitled as a matter of law or otherwise, and shall pass to the estate of a deceased person.

**5.8 Reports and Records.** The Plan Administrator and those to whom the Plan Administrator has delegated duties under the Plan shall keep records of all their proceedings and actions and shall maintain books of account, records, and other data as shall be necessary for the proper administration of the Plan and for compliance with applicable law.

**5.9 Finances.** The costs of the Plan shall be borne by the Employer. The rights of the Member (or of his Beneficiary) to benefits under the Plan shall be solely those of an unsecured general creditor of the Employer. Any assets acquired by or held by the Employer or set aside in a trust set up by the Employer shall not be deemed to be held as security for the performance of the obligations of the Employer under this Plan. Notwithstanding the foregoing, to the extent under the terms of a trust set up by the Employer payments are made by the Trustee of said Trust to the Member with respect to benefits under this Plan, such payments shall satisfy the obligations of the Employer hereunder to the extent of the payments made.

**5.10 Nonguarantee of Employment.** Nothing contained in this Plan shall be construed as a contract of employment between the Employer and any Member, or as a right of any Member to be continued in employment of the Employer, or as a limitation on the right of the Employer to discharge any of its employees, with or without cause.

**5.11 Applicable Law.** All questions pertaining to the construction, validity and effect of the Plan shall be determined in accordance with the laws of the United States and to the extent not pre-empted by such laws, by the laws of the State of Utah.

**5.12 Headings.** The headings of Sections and Articles in this Plan are for convenience purposes only and shall in no way control or be used in the interpretation of the content of the Sections or Articles or this Plan as a whole.

**5.13 Number and Gender.** Where the context requires, the singular shall include the plural and the plural shall include the singular, and any gender shall include both other genders.

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## ARTICLE VI

### TRANSFER OF EMPLOYEES AMONG AFFILIATED COMPANIES

The transfer of a Member from employment with the Employer to employment with an Affiliate shall not be deemed a termination of employment under this Plan. If the Affiliate is an Employer under this Plan, that Employer shall determine whether the Member shall continue to participate in this Plan as an employee of that Employer. For purposes of this Plan, the last Employer of a Member shall be liable for the Member's benefits hereunder even though a portion of the liability is attributable to periods of service for another Employer.

In the event the Member is transferred to an Affiliate that does not participate in this Plan, the Member shall cease to participate in this Plan but the former Employer shall continue to maintain the accounts and benefits of the Member earned under this Plan until the benefits become payable to the Member hereunder.

Adopted this 23rd day of December, 2005.

HUNTSMAN INTERNATIONAL LLC  
for itself and as successor in interest by merger to  
HUNTSMAN LLC

By: /s/ Peter R. Huntsman  
Name: Peter R. Huntsman  
Title: President and CEO

PARTICIPATING EMPLOYERS:

HUNTSMAN PETROCHEMICAL CORPORATION

By: /s/ Peter R. Huntsman  
Name: Peter R. Huntsman  
Title: President and CEO

HUNTSMAN PURCHASING, LTD

By: /s/ Peter R. Huntsman  
Name: Peter R. Huntsman  
Title: President and CEO

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**Appendix 1**

**SCHEDULE FOR PARTICIPANTS IN POLYURETHANES EXECUTIVE  
PENSION PLAN AND POLYURETHANES EXCESS BENEFIT PLAN**

In 1999 in connection with the acquisition of the polyurethanes business of ICI Americas, Inc., Huntsman International LLC ("International") became the sponsor of the Polyurethanes Executive Pension Plan (the "EPP") and the Polyurethanes Excess Benefit Plan (the "Excess Plan"), each a nonqualified pension plan providing benefits to certain key executives in excess of those that could be provided under the Polyurethanes Pension Plan, a qualified defined benefit pension plan that is a spin-off from the ICI Americas, Inc. Pension Plan.

Effective July 1, 2004, the Polyurethanes Pension Plan (then known as the Huntsman International LLC Specialty Chemicals Pension Plan) (the "Polyurethanes DB Plan") merged into the Huntsman Defined Benefit Pension Plan and its participants became participants in the Huntsman Defined Benefit Pension Plan. International has become a participating employer in this Plan effective July 1, 2004 in connection with the transfer of the liabilities of the EPP and the Excess Plan to the Plan pursuant to a Merger Agreement (the "Merger"). With the merger of Huntsman LLC into International on August 16, 2005, International has become the sponsor of the Plan.

The following provisions override any conflicting provisions of the Plan as it applies to participants in the EPP or the Excess Plan who become participants in the Plan in connection with the Merger. Unless otherwise indicated, terms have the meaning assigned in the Plan.

**(1) Eligibility.** The employees of International who were participating in the EPP or the Excess Plan at the time of the Merger (the "Participants") shall be participants in the Plan effective July 1, 2004 subject to the authority of the President of International to subsequently adjust the status of any of its employees for purposes of the Plan in accordance with Section 3.9 of the Plan.

**(2) Benefits.** The benefits under the Plan of each Participant shall be determined in accordance with Section 4.1 of the Plan, provided, however, that the benefit under Section 4.1(a) of the Plan as of July 1, 2004 for a Participant shall be an amount equal to sum of the benefit of the Participant under the EPP, if any, and the benefit of the Participant under the Excess Plan, if any, calculated as of July 1, 2004 in each case under the terms of the applicable plan as it existed immediately before the Merger, converted into an opening account balance in the same manner and using the same assumptions as applicable under the Defined Benefit Pension Plan to the conversion of the accrued benefit of the Participant under the Polyurethanes DB Plan into an opening account balance in the Defined Benefit Pension Plan as of July 1, 2004, which amount shall be adjusted in the future for interest credits in accordance with the provisions of Section 4.1(a).

**(3) Liability of the Plan.** The benefits of each Participant described in (2) above shall be an obligation of International under the Plan. The benefits of each Participant described in (2) above shall constitute the entire benefit to which each Participant is entitled under the provisions of the EPP and the Excess Plan. The EPP and the Excess Benefit Plan shall cease to exist in connection with the Merger and the Participants shall as of the Merger cease to have any rights or claims under such plans. The Participants shall only have the right to such benefits as set forth in the Plan, including this Appendix 1

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to the Plan. Benefits shall be paid in such form and at such time as provided in accordance with the terms of the Plan.

(4) **Administration.** The Plan Administrator is authorized to interpret this Appendix 1 and to establish such rules and procedures as it determines necessary or desirable to administer the Plan with the provisions of this Schedule.



ADOPTION OF HUNTSMAN SUPPLEMENTAL EXECUTIVE MPP PLAN  
AND  
TRANSFER OF LIABILITIES

THIS INSTRUMENT, made and executed as of the 23rd day of December, 2005, by and among HUNTSMAN INTERNATIONAL LLC, HUNTSMAN PETROCHEMICAL CORPORATION, and HUNTSMAN PURCHASING, LTD, WITNESSES THAT:

WHEREAS, Huntsman International LLC as the successor by merger to Huntsman LLC is sponsoring the Huntsman Supplemental Executive Retirement Plan (the "SERP"), an unfunded nonqualified pension plan originally established by Huntsman Chemical Corporation to provide certain executive employees with benefits that could not be provided, due to legal limitations, under the Huntsman Defined Benefit Pension Plan, a qualified defined benefit pension plan, and the Huntsman Money Purchase Pension Plan, a qualified money purchase pension plan; and

WHEREAS, Huntsman Petrochemical Corporation and Huntsman Purchasing, Ltd are participating employers in the SERP; and

WHEREAS, the parties are restating the SERP effective July 1, 2004 to reflect the changes in the formula of the Huntsman Defined Benefit Pension Plan and the merger of the Polyurethanes Executive Pension Plan and the Polyurethanes Excess Benefit Plan into the SERP; and

WHEREAS, the parties desire to adopt a separate plan effective as of July 1, 2004 to be known as the Huntsman Supplemental Executive MPP Plan to provide the benefits of the SERP for eligible executive employees that because of legal limits cannot be provided by the Huntsman Money Purchase Pension Plan and to transfer to the Huntsman Supplemental Executive MPP Plan from the SERP the existing liabilities for such benefits.

NOW, THEREFORE, effective July 1, 2004 the parties hereby adopt the Huntsman Supplemental Executive MPP Plan (the "Executive MPP Plan") in the form attached hereto and by this reference incorporated herein and transfer to the Executive MPP Plan the liabilities of the SERP for all benefits set forth in Article V of the SERP as the SERP existed immediately prior to its restatement effective July 1, 2004. All administrative actions taken under the SERP from July 1, 2004 to the date of the adoption of this Agreement with respect to the liabilities of the SERP transferred to the Executive MPP Plan hereunder, including any payment of such benefits to participants in the SERP, shall be treated in all respects as actions taken by the Executive MPP Plan so that there is no duplication of benefits or liabilities as a result of the existence of the two plans. All rights to supplemental benefits in excess of those provided under the Huntsman Money Purchase Pension Plan for participants whose termination of

employment occurs on or after July 1, 2004 shall be governed by the terms of the Executive MPP Plan and not by the SERP.

DATED as of the day and year first above written.

SPONSOR:

HUNTSMAN INTERNATIONAL LLC

By: /s/ Peter R. Huntsman  
 Name: Peter R. Huntsman  
 Title: President and CEO

PARTICIPATING EMPLOYERS:

HUNTSMAN PETROCHEMICAL CORPORATION

By: /s/ Peter R. Huntsman  
 Name: Peter R. Huntsman  
 Title: President and CEO

HUNTSMAN PURCHASING, LTD

By: /s/ Peter R. Huntsman  
 Name: Peter R. Huntsman  
 Title: President and CEO

**HUNTSMAN  
 SUPPLEMENTAL EXECUTIVE MPP PLAN**

THIS SUPPLEMENTAL EXECUTIVE MPP PLAN is effective as of July 1, 2004 except as otherwise provided in this Plan.

**ARTICLE I**

**NAME**

**1.1 Name.** The Plan shall be known as "THE HUNTSMAN SUPPLEMENTAL EXECUTIVE MPP PLAN" and is hereinafter sometimes referred to as the "Plan".

**ARTICLE II**

**PURPOSE, TRANSFER OF LIABILITIES AND SPECIAL EFFECTIVE DATES**

**2.1 Purpose.** The primary purpose of this Plan is to provide benefits for certain key employees that cannot be provided under the Huntsman Money Purchase Pension Plan because of certain limitations. The Plan is intended to be an unfunded plan maintained primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees for purposes of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) and shall be administered as such.

**2.2 History and Transfer of Liabilities.** Prior to July 1, 2004, the Huntsman Supplemental Executive Retirement Plan (the “Huntsman SERP”) provided benefits to certain executive employees in excess of benefits that could be provided under the Huntsman Defined Benefit Pension Plan and the Huntsman Money Purchase Pension Plan. Effective with the restatement of the Huntsman SERP effective July 1, 2004, this Plan is established and the liabilities of the Huntsman SERP as it existed immediately prior to its restatement effective July 1, 2004 for supplemental benefits in excess of those provided under the Huntsman Money Purchase Pension Plan have been transferred to this Plan. All administrative actions, including the payment of benefits, with respect to the liabilities transferred to this Plan taken after the effective date of this Plan shall be treated in all respects as action taken under this Plan. It is intended that there be no duplication of benefits, taking into account this Plan and the Huntsman SERP, and this Plan shall be interpreted and administered accordingly.

All rights to supplemental benefits in excess of those provided under the Huntsman Money Purchase Pension Plan for employees whose termination of employment occurs on or after July 1, 2004 shall be governed by the terms of this Plan. The benefits of a Member whose employment terminates prior to the Effective Date of this Plan shall be governed by the Huntsman SERP as it existed at the time the employment terminated.

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**2.3 Special Effective Dates.** The following provisions are subject to special effective dates:

- (a) Section 3.4 defining “Commencement Date” is effective January 1, 2005. For the period prior to January 1, 2005, the term “Commencement Date” shall have the meaning set forth in Section 3.5 of the Huntsman SERP as it existed immediately prior to its restatement effective July 1, 2004.
- (b) Section 3.8 defining “Employer” is effective August 16, 2005. Prior to August 16, 2005 the Plan is being sponsored by Huntsman LLC with Huntsman International LLC as a participating employer along with the other participating employers set forth in Section 3.8. Section 3.8 shall be administered accordingly.
- (c) Section 3.13 defining “Plan Administrator” is effective August 16, 2005. Prior to August 16, 2005, the Plan Administrator is the person or entity designated by the President of Huntsman LLC (or in the absence of an effective designation it is the President of Huntsman LLC).
- (d) Section 4.6 governing elections to change the form of payment of benefits is effective for Commencement Dates on and after January 1, 2005. For Commencement Dates prior to January 1, 2005, elections to change the form of the payment of benefits shall be governed by the terms of Section 5.6 of the Huntsman SERP as it existed immediately prior to its restatement effective July 1, 2004.

### ARTICLE III

#### DEFINITIONS

When used herein, the following words shall have the meanings indicated, unless the context clearly indicates otherwise:

**3.1 Affiliate.** The word “Affiliate” shall mean (i) a corporation which is a member of a controlled group of corporations (within the meaning of Section 1563(a) of the Code determined without regard to Sections 1563(a)(4) and (e)(3)(C) thereof) which includes an Employer, provided that the phrase “more than 50 percent” shall be substituted for the phrase “at least 80 percent” in Section 1563(a)(1) of the Code, and (ii) any trade or business (whether or not incorporated) which is under common control (as defined in Section 414(c) of the Code as modified by Section 415(h) of the Code and regulations thereunder) with an Employer.

**3.2 Beneficiary.** The word “Beneficiary” shall mean the person or persons entitled to receive benefits upon the death of a Member under this Plan.

**3.3 Code.** The word “Code” shall mean the Internal Revenue Code of 1986, as amended.

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**3.4 Commencement Date.** The words “Commencement Date” shall mean the Termination Date of the Member, provided, however, if the Member is a “specified employee” within the meaning of Section 409A(a)(2)(B)(i) as of the Termination Date, then the Commencement Date shall be the date that is six months after the Termination Date.

**3.5 Compensation.** The word “COMPENSATION” has the following meaning:

(a) “Compensation” shall mean the total of all amounts paid by the Employer by reason of services performed by the Member, including any amount of Annual General Bonus Program Pay and Discretionary Target Bonus Program Pay.

(b) Notwithstanding the foregoing, the Member’s Compensation shall be determined without taking into account any of the following:

(1) Contributions or payments by the Employer for or on account of the Member under any employee benefit plan, including but not limited to any qualified pension plan and any health or welfare plan;

(2) Compensation that is not subject to employer income tax withholding under Code Section 3402 (or any successor thereof);

(3) Income caused by the exercise of stock options;

(4) Income attributable to benefits received under any long term disability plan maintained by the Company;

(5) Incentive payments received under the Huntsman Cost Reduction Incentive Plan or similar temporary incentive plans so identified by the Plan Administrator; and

(6) Automobile, housing, hardship, travel, meal or entertainment allowance; relocation expenses, including relocation allowance, living expenses and moving expenses; lump sum payments upon termination of employment; travel bonus; miscellaneous, memo or other lump sum earnings; foreign service premium; severance payments; tax assistance program payments; payments for medical or dental insurance waivers, insurance additive; and other taxable fringe benefits including physical exams and Christmas gifts or awards.

(c) Notwithstanding the foregoing, a Member's Compensation shall include contributions made on behalf of the Member under a salary reduction agreement to any plan of the Employer qualifying under Code Sections 125, 401(k), or 408(k), and any amounts earned during the applicable month but deferred at the election of the Member pursuant to the terms of this Plan or any other nonqualified deferred compensation plan of the Employer.

**3.6 Disability.** The word "Disability" shall mean any medically determinable physical or mental impairment which is considered a permanent disability under the terms of the Money

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Purchase Pension Plan; provided, however, on and after January 1, 2005 an impairment shall not be considered a Disability for purposes of this Plan unless it is determined by the Plan Administrator that the Member is disabled within the meaning of Code Section 409A(a)(2)(C).

**3.7 Effective Date.** The "Effective Date" of this Plan is July 1, 2004.

**3.8 Employer.** The word "Employer" shall mean the Huntsman International LLC. In addition, unless the context indicates otherwise, as used in this Plan, the term "Employer" shall also mean and include any other Affiliate of Huntsman International LLC that has been granted permission by the Board of Directors of Huntsman International LLC to participate in this plan. This permission shall be granted under such conditions and upon such conditions as the Board of Directors deems appropriate. By a separate schedule, an adopting employer may set forth the manner in which this Plan will apply to its participating employees. The following entities are participating employers:

Huntsman Petrochemical Corporation  
Huntsman Purchasing, Ltd  
Huntsman Polymers Corporation  
Huntsman Expandable Polymers Company, LC  
Huntsman Propylene Oxide Ltd  
Tioxide Americas Inc.  
Huntsman Advanced Materials Americas Inc.

The obligations of an Employer hereunder shall be limited to the employees of that Employer participating in this Plan.

**3.9 Member.** The word "Member" shall mean those executive employees of an Employer participating in the Huntsman SERP immediately prior to its restatement effective July 1, 2004. In addition, it means an executive employee of an Employer who is specifically designated as a Member by the President (or the employee of the Employer who has the responsibilities of the chief executive officer of that Employer if there is no employee with the title of president) of that Employer. The designation shall specify the date as of which the executive employee becomes a Member of the Plan. Notwithstanding the foregoing provisions of this section, the President of the Employer (or the employee of the Employer who has the responsibilities of the chief executive officer of that Employer if there is no employee with the title of president) shall have full discretion to adjust the status of any individual that is an employee of that Employer for purposes of this Plan (whether to include an employee or to remove an employee or to set or adjust the terms of participation). In the event an individual ceases to be a Member of the Plan or otherwise experiences a change in status, any rights earned under this Plan prior to the change in status shall be paid to the individual at such time as it would otherwise have been, but for the change in status, under the terms of this Plan (subject to the Employer rights to amend or terminate the Plan in Section 5.3).

**3.10 Money Purchase Pension Plan.** The words "Money Purchase Pension Plan" shall mean the Huntsman Money Purchase Pension Plan.

**3.11 Past Service.** "Past Service" shall mean the service with a predecessor employer of a Member for which the Board of Directors of the Employer grants credit under this Plan.

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Credits of past service granted under the Huntsman SERP with respect to benefit liabilities transferred to this Plan shall be taken into account under this Plan.

**3.12 Plan.** The word "PLAN" shall mean the Supplemental Executive MPP Plan set forth in and by this document, as the same may be amended from time to time.

**3.13 Plan Administrator.** The words "Plan Administrator" shall mean the person or entity designated by the President of HUNTSMAN INTERNATIONAL LLC to administer this Plan. In the absence of an effective designation, it shall mean the President of HUNTSMAN INTERNATIONAL LLC.

**3.14 "Reasonable Cause"** shall mean any of the following, with respect to the Member's position with the Employer:

- (a) Gross negligence, fraud, dishonesty or willful violation of any law or material violation of any significant Employer policy, committed in connection with the position and resulting in a material adverse effect on the Employer; or
- (b) Failure to substantially perform (for reasons other than medically determinable disability) the duties reasonably assigned or appropriate to the position, in a manner reasonably consistent with prior practice;

provided, however, that the term "Reasonable Clause" shall not include ordinary negligence or failure to act, whether due to an error in judgment or otherwise, if the Member has exercised substantial efforts in good faith to perform the duties reasonably assigned or appropriate to the position.

**3.15 Termination Date.** The words "Termination Date" shall mean the date the Member ceases to render services of the Employer and all Affiliates for any reason whatsoever, voluntary or involuntary other than on account of the death of the Member, provided, however, if the Plan Administrator determines that the Member who ceases to render services on or after January 1, 2005 has not experienced a "separation from service" within the meaning of Code Section 409A(a)(2)(A)(i) on the date that would otherwise be a Termination Date hereunder, then the "Termination Date" for purposes of the Plan shall be the first date thereafter as of which the Member has experienced a separation from service within the meaning of Code Section 409A(a)(2)(A)(i).

**3.16 Vested Member.** The words "Vested Member" shall mean:

- (a) a Member who is credited with ten or more Years of Service;
- (b) a Member who experiences a Termination Date on account of death or disability (as disability is defined in the Money Purchase Pension Plan), or on or after attaining normal retirement age under the Money Purchase Pension Plan; or
- (c) a Member whose employment is terminated by the Employer without Reasonable Cause.

**3.17 Year of Service.** The words "Year of Service" shall mean a year of service as that term is defined under the Money Purchase Pension Plan, taking into account, however, only actual service with the Employer or an Affiliate of the Employer, and disregarding service for a prior employer credited under the Money Purchase Pension Plan if that prior employer was not an Affiliate of the Employer. It also includes the service for a predecessor employer of a Member for which the Board of Directors of the Employer grants credit for vesting purposes under this Plan. Credits toward vesting granted under the Huntsman SERP with respect to benefit liabilities transferred to this Plan shall be taken into account under this Plan.

#### ARTICLE IV

##### SUPPLEMENTAL BENEFIT

**4.1 Benefit.** The Employer shall establish an account for each Vested Member which shall be adjusted as follows:

(a) The account of the Member shall be credited with the sum of the positive differences, if any, between (1) and (2) below for each Plan Year (or a fraction thereof if applicable for the Plan Year containing October 1, 2001 or a later date during which the Member enters the Plan or the Plan Year containing the Commencement Date) from and after the date the Member became a Member of the Plan (which date however shall not be earlier than October 1, 2001):

(1) The annual contribution allocation that would have been credited to the account of the Member if the allocation had been made under the Money Purchase Pension Plan (i) by taking into account the Past Service of the Member, (ii) by taking into account the Compensation of the Member, and (iii) without taking into account the limitations of Code Sections 415 and 401(a)(17).

(2) The annual contribution allocation that has been credited to the account of said Member under the Money Purchase Pension Plan in accordance with the terms of the Money Purchase Pension Plan.

The account for a Plan Year under this Section 4.1(a) shall be credited on the last day of the Plan Year (or on a quarterly basis during the Plan Year under rules established by the Plan Administrator for a Member during the period such Member is not entitled to participation at the highest contribution level in the Money Purchase Pension Plan).

(b) The account shall be adjusted at the end of each Plan Year (and as of the Commencement Date if the Commencement Date is not the end of a Plan Year) under rules established by the Plan Administrator to reflect the increase or decrease that would have been incurred by the account if the account had been invested for the applicable period in the investments selected in advance by the Member from those made available by the Plan Administrator, or to the extent no selection has properly been made, by adjusting the account to

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reflect the increase or decrease that would have been incurred by the account for the applicable period if the account had been invested for the applicable period in the fixed income fund selected in its sole discretion by the Plan Administrator. The Plan Administrator shall prescribe such rules as it deems necessary or appropriate regarding the adjustments to be made to the account to reflect the timing of investment elections made by the Member and the timing of amounts being credited or debited to the account.

(c) The account of a Member shall be debited with the amount paid to or on behalf of the Member under this Plan.

**4.2 Statement of Accounts.** The Plan Administrator shall provide to each Member within one hundred twenty (120) days after the close of each Plan Year, a statement in such form as the Plan Administrator selects setting forth the balance in the account of the Member as of the last day of the Plan Year just ended.

**4.3 Accounting Device Only.** The account shall be utilized solely as a device for the measurement and determination of the amounts to be paid to the Member under this Plan. The account shall not constitute or be treated as a trust fund of any kind.

**4.4 Benefit Payment.** A Member shall be entitled to a payment equal to the amount credited to his or her account as of the Commencement Date. The payment shall commence to be paid on the date that is 30 days following the Commencement Date or as soon thereafter as administratively feasible.

**4.5 Form of Payment.** The amount due the Member shall be paid in one of the following forms as elected by the Member in writing in connection with the enrollment of the Member in the Plan or in a subsequent election that is valid in accordance with the terms of the Plan as it existed at the time the election was made (including any election made under the Huntsman SERP relating to the liabilities transferred to the Plan):

(a) single lump sum payment;

(b) a life annuity on the life of the Member purchased for an amount equal to the amount credited to the account from a legal reserve life insurance company;

(c) a joint and survivor annuity with an annuitant selected by the Member purchased for an amount equal to the amount credited to the account from a legal reserve life insurance company; or

(d) installments over a period certain selected by the Member that does not exceed 10 years.

In the event payment is made in installments, the account used to measure the amount due the Member shall continue to be adjusted under rules prescribed by the Plan Administrator as provided in Section 4.1(b). In the event no form of payment is elected, the amount due the Member shall be paid in a form of a single lump sum payment. Notwithstanding the foregoing, in the event the account

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of the Member does not exceed \$25,000, such benefits shall be paid in the form of a single lump sum payment to the Member without regard to the form of payment elected by the Member.

**4.6 Election To Change Form of Payment.** Prior to January 1, 2007, a Member may change his or her election of the form of payment for a Commencement Date by submitting a written election form to the Plan Administrator; provided such election shall not be effective for a Commencement Date that is less than

12 months from the date the election form was received by the Plan Administrator unless it is received at least 30 days before the Termination Date and the Plan Administrator, in its sole discretion, approves the form of payment selected. Notwithstanding the forgoing, a Member may not change a form of election on or after January 1, 2006 with respect to payments that would otherwise be received in 2006 or to cause payments to be made in 2006.

On and after January 1, 2007, a Member may change his or her election of the form of payment for a Commencement Date by submitting a written election form to the Plan Administrator; provided

(a) such election shall not be effective for a Commencement Date on account of Disability that is less than 12 months from the date the election form was received by the Plan Administrator; and

(b) such election shall not be effective for a Commencement Date on account of a separation from service (other than on account of Disability) that is less than 5 years from the date the election form was received by the Plan Administrator.

For purposes of this Section 4.6, it shall not be considered a change in the form of payment to change the form of payment from one of the annuity forms under (b) or (c) of Section 4.5 to the other annuity form of payment provided that the change is made before any annuity payment has been made and provided further that the two annuities are actuarially equivalent using reasonable actuarial assumptions.

**4.7 Payment to Beneficiary.** In the event a Member dies before benefits commence to be paid to the Member (or the Member is receiving benefits in the form of installment payments which have not been fully paid to him), the Employer shall pay any remaining amount due on behalf of the Member hereunder to the Beneficiary of the Member. Such payment shall be in the form of a single cash payment and shall be paid on the date that is 30 days following the date of death or as soon thereafter as administratively feasible. A Member may designate a Beneficiary on the form prescribed by and delivered to the Plan Administrator. If no Beneficiary is properly designated under this Plan, then the Beneficiary shall be the person entitled at the death of the Member under the terms of the Money Purchase Pension Plan to receive any death benefits payable under the Money Purchase Pension Plan on account of the death of that Member. If there is no Beneficiary after application of the foregoing provisions of this Section, then the payment shall be made to the estate of the Member. If under these rules the benefits are payable to the estate of the Member, and either the Plan Administrator cannot locate a qualified representative of the deceased Member's estate, or if administration of the estate is not otherwise required, the Plan Administrator in its discretion may make the distribution to the deceased Member's heirs at law, determined in accordance with the law of the State of the Member's domicile in effect as of the date of the Member's death.

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## ARTICLE V

### ADMINISTRATION OF THE PLAN

**5.1 Plan Administration.** The Plan Administrator shall have the full authority to interpret and construe the Plan and to issue such administrative procedures as it deems appropriate. The Plan Administrator shall have the duty and responsibility of maintaining records, making the requisite calculations and disbursing the payments hereunder. The Plan Administrator's interpretations, determinations, regulations and calculations shall be final and binding on all persons and parties concerned.

**5.2 Claims Procedure.** The Plan Administrator shall establish reasonable procedures for the submission and review of claims with respect to benefits under the Plan. A copy of the claims procedures for the Plan shall be available from the Plan Administrator. The failure of a claimant to follow the claims procedures with respect to a claim, including the review procedures, shall result in the loss of the right to bring an action in court with respect to the claim.

**5.3 Amendment and Termination.**

(a) The Employer may amend or terminate the Plan as it relates to the employees of that Employer at any time, provided, however, that no such amendment or termination shall adversely affect the benefit to which a Member or the Beneficiary of such Member would be entitled immediately prior to the date of such amendment or termination if the employment of the Member had then ended unless the change is necessary to keep the Plan in compliance with the applicable provisions of law, including Code Section 409A, so as to avoid adverse income tax consequences to participants in the Plan. In the event of a termination, benefits shall be retained under the terms of the Plan until the Member reaches his or her Commencement Date under the Plan; provided, however the liabilities of this Plan may in the discretion of the Employer be transferred to another plan or program of the Employer. The Plan Administrator may amend this Plan in the place of the Employer so long as the amendment does not materially increase the cost of the Plan to the Employer.

(b) During a period beginning April 1, 2005 and ending December 31, 2005, a Member may by written notice to the Plan Administrator elect to terminate participation in the Plan. The termination of participation in the Plan as set forth in the notice shall be effective on the date of the written notice. Thereafter the Member shall no longer accrue any additional benefits under this Plan. The benefits of the Member shall be determined as if the Plan had terminated as of the date of the notice and such benefits shall be paid to the Member in the form of a single cash lump sum payment on the date that is 60 days of the date of the notice or as soon thereafter as is administratively feasible.

**5.4 Payments.** The Employer will pay all benefits arising under this Plan. There shall be deducted from each payment any federal, state or local withholding or taxes or charges which

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may be required under applicable law as determined by the Employer. The benefits hereunder shall not be treated as compensation from the Employer for purposes of any other benefit plan or program of the Employer unless specifically designated as compensation in such other benefit plan or program.

**5.5 Non-assignability of Benefits.** The benefits payable hereunder or the right to receive future benefits under the Plan may not be anticipated, alienated, pledged, encumbered, or subjected to any charge or legal process, and if any attempt is made to do so, or a person eligible for any benefits becomes bankrupt, the interest under the Plan of the person affected may be terminated by the Plan Administrator which, in its sole discretion, may cause the same to be held or applied for the benefit of one or more of the dependents of such person or make any other disposition of such benefits that it deems appropriate.

**5.6 Status of Plan.** Nothing contained herein shall be construed as providing for assets to be held in trust or escrow or any other form of asset segregation for the Member or for any other person or persons to whom benefits are to be paid pursuant to the terms of this plan, the Member's only interest hereunder being the right to receive the benefits set forth herein. To the extent any person acquires a right to receive benefits under this Plan, such right shall be no greater than the right of any unsecured general creditor of the Employer.

**5.7 Indemnification.** To the extent permitted by law, the Employer shall indemnify each member of the Board of Directors and any other employee of the Employer to whom duties are assigned with respect to this Plan, against expenses (including any amount paid in settlement) reasonably incurred by him or her in connection with any claims against him or her by reason of his or her conduct in the performance of his or her duties under the Plan, except in relation to matters as to which he/she acted fraudulently or in bad faith in the performance of such duties. This right of indemnification shall be in addition to any other right to which the Board or other

person may be entitled as a matter of law or otherwise, and shall pass to the estate of a deceased person.

**5.8 Reports and Records.** The Plan Administrator and those to whom the Plan Administrator has delegated duties under the Plan shall keep records of all their proceedings and actions and shall maintain books of account, records, and other data as shall be necessary for the proper administration of the Plan and for compliance with applicable law.

**5.9 Finances.** The costs of the Plan shall be borne by the Employer. The rights of the Member (or of his Beneficiary) to benefits under the Plan shall be solely those of an unsecured general creditor of the Employer. Any assets acquired by or held by the Employer or set aside in a trust set up by the Employer shall not be deemed to be held as security for the performance of the obligations of the Employer under this Plan. Notwithstanding the foregoing, to the extent under the terms of a trust set up by the Employer payments are made by the Trustee of said Trust to the Member with respect to benefits under this Plan, such payments shall satisfy the obligations of the Employer hereunder to the extent of the payments made.

**5.10 Nonguarantee of Employment.** Nothing contained in this Plan shall be construed as a contract of employment between the Employer and any Member, or as a right of any Member to be continued in employment of the Employer, or as a limitation on the right of the Employer to discharge any of its employees, with or without cause.

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**5.11 Applicable Law.** All questions pertaining to the construction, validity and effect of the Plan shall be determined in accordance with the laws of the United States and to the extent not pre-empted by such laws, by the laws of the State of Utah.

**5.12 Headings.** The headings of Sections and Articles in this Plan are for convenience purposes only and shall in no way control or be used in the interpretation of the content of the Sections or Articles or this Plan as a whole.

**5.13 Number and Gender.** Where the context requires, the singular shall include the plural and the plural shall include the singular, and any gender shall include both other genders.

**ARTICLE VI**

**TRANSFER OF EMPLOYEES AMONG AFFILIATED COMPANIES**

The transfer of a Member from employment with the Employer to employment with an Affiliate shall not be deemed a termination of employment under this Plan. If the Affiliate is an Employer under this Plan, that Employer shall determine whether the Member shall continue to participate in this Plan as an employee of that Employer. For purposes of this Plan, the last Employer of a Member shall be liable for the Member's benefits hereunder even though a portion of the liability is attributable to periods of service for another Employer.

In the event the Member is transferred to an Affiliate that does not participate in this Plan, the Member shall cease to participate in this Plan but the former Employer shall continue to maintain the accounts and benefits of the Member earned under this Plan until the benefits become payable to the Member hereunder.

Adopted this 23rd day of December, 2005.

HUNTSMAN INTERNATIONAL LLC  
for itself and as successor in interest by merger to  
HUNTSMAN LLC

By: /s/ Peter R. Huntsman  
Name: Peter R. Huntsman  
Title: President and CEO

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**PARTICIPATING EMPLOYERS:**

HUNTSMAN PETROCHEMICAL CORPORATION

By: /s/ Peter R. Huntsman  
Name: Peter R. Huntsman  
Title: President and CEO

HUNTSMAN PURCHASING, LTD

By: /s/ Peter R. Huntsman  
Name: Peter R. Huntsman  
Title: President and CEO

HUNTSMAN ADVANCED MATERIALS AMERICAS INC.

By: /s/ Peter R. Huntsman  
Name: Peter R. Huntsman  
Title: President and CEO

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HUNTSMAN POLYMERS CORPORATION

By: /s/ Peter R. Huntsman  
Name: Peter R. Huntsman  
Title: President and CEO

HUNTSMAN EXPANDABLE POLYMERS COMPANY, LC

By: /s/ Peter R. Huntsman  
Name: Peter R. Huntsman  
Title: President and CEO

HUNTSMAN PROPYLENE OXIDE LTD

By: /s/ Peter R. Huntsman  
Name: Peter R. Huntsman  
Title: President and CEO

TIOXIDE AMERICAS INC.

By: /s/ Peter R. Huntsman  
Name: Peter R. Huntsman  
Title: President and CEO

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#### Appendix 1

##### SCHEDULE FOR PARTICIPANTS IN POLYURETHANES EXECUTIVE PENSION PLAN AND POLYURETHANES EXCESS BENEFIT PLAN

In 1999 in connection with the acquisition of the polyurethanes business of ICI Americas, Inc., Huntsman International LLC (“International”) became the sponsor of the Polyurethanes Executive Pension Plan (the “EPP”) and the Polyurethanes Excess Benefit Plan (the “Excess Plan”), each a nonqualified pension plan providing benefits to certain key executives in excess of those that could be provided under the Polyurethanes Pension Plan, a spin-off from the ICI Americas, Inc. Pension Plan.

Effective July 1, 2004, the Polyurethanes Pension Plan (then known as the Huntsman International LLC Specialty Chemicals Pension Plan) merged into the Huntsman Defined Benefit Pension Plan and its participants became participants in the Huntsman Defined Benefit Pension Plan. As of July 1, 2004, participants in the EPP and the Excess Plan became participants in the Huntsman Supplemental Executive Retirement Plan (the “Huntsman SERP”) in connection with the transfer of the liabilities of the EPP and the Excess Plan to the Huntsman SERP pursuant to a Merger Agreement (the “Merger”). As of July 1, 2004, International also became a participating employer in the Huntsman Money Purchase Pension Plan.

The following provisions override any conflicting provisions of the Plan as it applies to participants in the EPP or the Excess Plan who become participants in the Plan in connection with the Merger. Unless otherwise indicated, terms have the meaning assigned in the Plan.

**(1) Eligibility.** The employees of International who were participating in the EPP or the Excess Plan at the time of the Merger (the “Participants”) shall be participants in the Plan effective July 1, 2004 subject to the authority of the President of International to subsequently adjust the status of any of its employees for purposes of the Plan in accordance with Section 3.9 of the Plan.

**(2) Service Credits.** Participants shall be granted credit for service from July 1, 1998 under the Plan regardless of actual service, consistent with the service credits granted to eligible employees of International as of July 1, 2004 under the Huntsman Money Purchase Pension Plan. This service shall be taken into account both for purposes of determining the annual contribution allocations under Section 4.1(a)(1) of the Plan and also as part of the Years of Service under Section 3.17 of the Plan for purposes of determining whether the Participant is a Vested Member under Section 3.16 of the Plan.

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**(3) Administration.** The Plan Administrator is authorized to interpret this Appendix 1 and to establish such rules and procedures as it determines necessary or desirable to administer the Plan with the provisions of this Schedule.

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**HUNTSMAN  
SUPPLEMENTAL SAVINGS PLAN  
(restated January 1, 2005)**

This is the Supplemental Savings Plan of Huntsman LLC as restated effective January 1, 2005. It is effective as of January 1, 2005 except as otherwise provided in this Plan.

This Plan as herein restated shall govern the benefits of any Member whose employment terminates on or after January 1, 2005 and the terms of this Plan as it existed prior to its restatement effective January 1, 2005 shall be disregarded. Notwithstanding the foregoing, the benefits of a Member whose employment terminates prior to January 1, 2005 shall be governed by the Plan as it existed at the time the employment terminated.

**ARTICLE I**

**NAME**

**1.1 Name.** The Plan shall be known as the "HUNTSMAN SUPPLEMENTAL SAVINGS PLAN" and is hereinafter sometimes referred to as the "Plan".

**ARTICLE II**

**PURPOSE**

**2.1 Purpose.** This Plan has been created for the primary purpose of providing certain key employees with the flexibility to defer the receipt of income, including amounts that cannot be deferred under the provisions of the Salary Deferral Plan because of legal limitations applicable to that plan. The Plan is intended to be an unfunded plan maintained primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees for purposes of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and shall be administered as such.

**2.2 Special Effective Dates.** The following provisions are subject to special effective dates:

(a) Section 3.4 defining "Change of Control" is effective March 1, 2005. For the period prior to March 1, 2005, there is no event that would constitute a "Change of Control" for purposes of the Plan.

(b) Section 3.10 defining "Employer" is effective August 16, 2005. Prior to August 16, 2005 the Plan is being sponsored by Huntsman LLC with Huntsman International LLC as a participating employer. Section 3.10 shall be administered accordingly.

(c) Section 3.13 defining "Plan Administrator" is effective August 16, 2005. Prior to August 16, 2005, the Plan Administrator is the person or entity designated by the President of Huntsman LLC (or in the absence of an effective designation it is the President of Huntsman LLC).

**ARTICLE III**

**DEFINITIONS**

When used herein, the following words shall have the meanings indicated, unless the context clearly indicates otherwise:

**3.1 Accounts.** The words "ACCOUNTS" shall mean the Deferral Account described in Section 4.2 and the Supplemental Matching Account described in Section 4.3.

**3.2 Affiliate.** The word "Affiliate" means (i) a corporation which is a member of a controlled group of corporations (within the meaning of Section 1563(a) of the Code determined without regard to Sections 1563(a)(4) and (e)(3)(C) thereof) which includes an Employer, provided that the phrase "more than 50 percent" shall be substituted for the phrase "at least 80 percent" in Section 1563(a)(1) of the Code, and (ii) any trade or business (whether or not incorporated) which is under common control (as defined in Section 414(c) of the Code as modified by Section 415(h) of the Code and regulations thereunder) with an Employer.

**3.3 Beneficiary.** The word "BENEFICIARY" shall mean the person or persons entitled to receive benefits upon the death of a Member under this Plan.

**3.4 Change of Control.** The words "Change of Control" shall mean the occurrence of one or more of the following events:

(a) any person or group (as such terms are used in Section 13(d) and 14(d) of the Securities Exchange Act of 1934 as amended (the "Exchange Act")), other than Mr. Jon M. Huntsman, his spouse, direct descendants, an entity or trust controlled by any of the foregoing, or any trust for the benefit of any of the foregoing (the "Huntsman Group") or MatlinPatterson Global Opportunities Partners L.P. or any affiliate thereof (the "MatlinPatterson Group"), is or becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act, except that a person shall be deemed to have beneficial ownership of all securities that such person has the right to acquire, whether such right is exercisable immediately or only after the passage of time) of 35% or more of the then outstanding voting stock of Huntsman Corporation; or

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(b) the replacement of a majority of the Board of Directors of Huntsman Corporation over a two-year period from the directors who constituted such group at the beginning of such period, and such replacement shall not (1) have been approved by a vote of at least a majority of the Board of Directors of Huntsman Corporation then still in office who either were members of the Board of Directors at the beginning of such period or whose election as a member of the Board of Directors was previously so approved, or (2) have been elected or nominated for election by one or more members of the Huntsman Group or the MatlinPatterson Group.

An event described in paragraph (a) or (b) shall be a "Change of Control" only if such event is determined by the Plan Administrator to be a "change in the ownership or effective control of the corporation" within the meaning of Code Section 409A(a)(2)(A)(v).

**3.5 Code.** The word "CODE" shall mean the Internal Revenue Code of 1986, as amended.



**3.6 Commencement Date.** The words “Commencement Date” shall mean the Termination Date of the Member, provided, however, if the Member is considered a “specified employee” within the meaning of Section 409A(a)(2)(B)(i) as of the Termination Date, then the Commencement Date shall be the date that is six months after the Termination Date.

**3.7 Compensation.** The word “COMPENSATION” has the following meaning:

- (a) “Compensation” shall mean the total of all amounts paid by the Employer by reason of services performed by the Member, including any amount of Annual General Bonus Program Pay and Discretionary Target Bonus Program Pay.
- (b) Notwithstanding the foregoing, the Member’s Compensation shall be determined without taking into account any of the following:
  - (1) Contributions or payments by the Employer for or on account of the Member under any employee benefit plan, including but not limited to any qualified pension plan and any health or welfare plan;
  - (2) Compensation that is not subject to employer income tax withholding under Code Section 3402 (or any successor thereof);
  - (3) Income caused by the exercise of stock options;
  - (4) Income attributable to benefits received under any long term disability plan maintained by the Company;
  - (5) Incentive payments received under the Huntsman Cost Reduction Incentive Plan or similar temporary incentive plans so identified by Plan Administrator; and

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- (6) Automobile, housing, hardship, travel, meal or entertainment allowance; relocation expenses, including relocation allowance, living expenses and moving expenses; lump sum payments upon termination of employment; travel bonus; miscellaneous, memo or other lump sum earnings; foreign service premium; severance payments; tax assistance program payments; payments for medical or dental insurance waivers, insurance additive; and other taxable fringe benefits including physical exams and Christmas gifts or awards.

(c) Notwithstanding the foregoing, a Member’s Compensation shall include contributions made on behalf of the Member under a salary reduction agreement to any plan of the Employer qualifying under Code Sections 125, 401(k), or 408(k), and any amounts earned but deferred at the election of the Member pursuant to the terms of this Plan or any other nonqualified deferred compensation plan of the Employer.

**3.8 Deferral Account.** The words “DEFERRAL ACCOUNT” shall mean the account maintained on the books of the Employer as described in Section 4.2.

**3.9 Effective Date.** The “EFFECTIVE DATE” of this Plan as restated shall be January 1, 2005; the original Effective Date of this Plan was January 1, 2003

**3.10 Employer.** The word “EMPLOYER” shall mean Huntsman International LLC or any successor thereof, if its successor shall adopt this Plan. In addition, unless the context indicates otherwise, as used in this Plan the term “EMPLOYER” shall also mean and include all participating employers. The following entities are participating employers as of the Effective Date of this restatement of the Plan:

Huntsman Petrochemical Corporation  
Huntsman Purchasing, Ltd  
Huntsman Polymers Corporation  
Huntsman Expandable Polymers Company, LC  
Huntsman Propylene Oxide Ltd  
Tioxide Americas Inc.  
Huntsman Advanced Materials Americas Inc.

Any other Affiliate of Huntsman International LLC that has been granted permission by the board of directors of Huntsman International LLC to participate in this plan will thereby become a participating employer in this Plan. This permission shall be granted under such conditions and upon such conditions as the board of directors of Huntsman International LLC deems appropriate. By a separate schedule, an adopting employer may set forth the manner in which this Plan will apply to its participating employees. The obligations of an Employer hereunder shall be limited to the employees of that Employer participating in this Plan.

**3.11 Member.** The word “Member” shall mean those executive employees of an Employer participating in the Plan at the Effective Date of its restatement. In addition, it means an

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executive employee of an Employer who is specifically designated as a Member by the President (or the employee of the Employer who has the responsibilities of the chief executive officer of that Employer if there is no employee with the title of president) of that Employer. The designation shall specify the date as of which the executive employee becomes a Member of the Plan. Notwithstanding the foregoing provisions of this section, the President of the Employer (or the employee of the Employer who has the responsibilities of the chief executive officer of that Employer if there is no employee with the title of president) shall have full discretion to adjust the status of any individual that is an employee of that Employer for purposes of this Plan (whether to include an employee or to remove an employee or to set or adjust the terms of participation and whether to designate an employee a Temporary Transferee subject to the limitations of Section 4.5). In the event an individual ceases to be a Member of the Plan or otherwise experiences a change in status, any right to make deferrals into this Plan shall thereupon cease. Any rights earned under this Plan prior to the change in status shall be paid to the individual at such time as it would otherwise have been, but for the change in status, under the terms of this Plan.

**3.12 Plan.** The word “PLAN” shall mean the Supplemental Savings Plan set forth in and by this document, as the same may be amended from time to time.

**3.13 Plan Administrator.** The words “Plan Administrator” shall mean the person or entity designated by the President of HUNTSMAN INTERNATIONAL LLC to administer this Plan. In the absence of an effective designation, it shall mean the President of HUNTSMAN INTERNATIONAL LLC.

**3.14 Plan Year.** The words “PLAN YEAR” shall mean the calendar year.

**3.15 Salary Deferral Plan.** The words “SALARY DEFERRAL PLAN” shall mean the Huntsman Salary Deferral Plan and any successor to that Plan.

**3.16 Salary Deferral Plan Member.** The words "PLAN MEMBER" shall mean any Member of this Plan who is participating in the Salary Deferral Plan.

**3.17 Supplemental Matching Account.** The words "SUPPLEMENTAL MATCHING ACCOUNT" shall mean the account maintained on the books of the Employer as described in Section 4.3.

**3.18 Termination Date.** The words "TERMINATION DATE" shall mean the date a Member ceasing to render services to the Employer and all Affiliates for any reason whatsoever, voluntary or involuntary, other than on account of the death of the Member; provided, however, if the Plan Administrator determines that the Member who ceases to render services has not experienced a "separation from service" within the meaning of Code Section 409A(a)(2)(A)(i) on the date that would otherwise be a Termination Date hereunder, then the "Termination Date" for purposes of the Plan shall be the first date thereafter as of which the Member has experienced a separation from service within the meaning of Code Section 409A(a)(2)(A)(i).

**3.19 Unforeseeable Emergency.** The words "Unforeseeable Emergency" of a Member shall mean a severe financial hardship to the Member resulting from an illness or accident of the

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Member, the spouse of the Member or a dependent (within the meaning of Code Section 152(a)) of the Member, loss of the Member's property due to casualty or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Member that is determined by the Plan Administrator to be an "unforeseeable emergency" within the meaning of Code Section 409A(a)(2)(B)(ii).

#### ARTICLE IV

#### ACCOUNTS

##### 4.1 Deferral Election.

(a) To the extent permitted by (b) below, each Member may elect to defer the receipt of a portion of his or her Compensation. Subject to (c) below, the election must be made prior to the beginning of the year during which the services are performed to which the Compensation relates and it cannot be modified on or after the beginning of such year. Notwithstanding the forgoing, a Member who first becomes a Member during a year may make an election within 30 days of the date he or she first becomes a Member which election shall apply to Compensation relating to services performed after the election is made. For purposes of determining when a Member first becomes a Member of the Plan, any other plan of the Employer that must be aggregated with this Plan for purposes of applying the requirements of Code Section 409A shall be treated as part of this Plan. An election expires at the end of the year to which it relates. An election shall be in writing and shall conform to the applicable rules and procedures established by the Plan Administrator.

(b) A Member may not elect to defer more than 75 percent of the Compensation of the Member which relates to the year to which the election relates (applying this limit separately to bonus payments in the discretion of the Plan Administrator).

(c) The Plan Administrator may provide for separate elections with respect to regular salary and bonus payments. To the extent an election relates to bonus payments which are determined by the Plan Administrator to qualify for the special election rules applicable to performance-based compensation under Code Section 409A, the election will be timely for purposes of (a) above if it is made no later than six months before the end of the performance period for the bonus as determined under Code Section 409A. Such election cannot be modified on or after the date that is six months before the end of the performance period.

(d) Notwithstanding the restrictions on the modification of elections of (a) and (c) above, a Member who experiences an Unforeseeable Emergency may elect to cancel any deferral elections made under this Plan. The cancellation shall be applicable to all payroll periods of the year ending after the cancellation. Following a cancellation, no further elections of deferral may be made with respect to Compensation for services rendered during that year.

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**4.2 Establishment and Determination of Deferral Account.** The Employer shall establish a Deferral Account on its books for each Member that is an employee of that Employer. The Deferral Account of a Member shall be credited with each of the following:

(a) Under rules established by the Plan Administrator, the Employer shall credit to the Deferral Account of the Member the amount specified in a proper election of the Member under Section 4.1 at the time the Compensation would otherwise have been paid to the Member. The Compensation actually paid to the Member for the period by the Employer shall be reduced by the amount credited to the Deferral Account under this Section 4.2(a).

(b) As of the end of each month, and as of the date the benefit is payable under Article V, the Employer shall adjust the Deferral Account of a Member under rules established by the Plan Administrator to reflect the increase or decrease that would have been incurred by the account since the last day of the preceding month if the account had been invested for the applicable period in the investments selected in advance by the Member from those made available by the Plan Administrator, or to the extent no selection has properly been made, by adjusting the account to reflect the increase or decrease that would have been incurred by the account for the applicable period if the account had been invested for the applicable period in the fixed income fund selected in its sole discretion by the Plan Administrator.

(c) The Plan Administrator shall prescribe such rules as it deems necessary or appropriate regarding the adjustments to be made to the Deferral Accounts to reflect the timing of investment elections made by the Member and the timing of amounts being credited or debited to the Deferral Accounts.

The Deferral Account balance of a Member shall be debited with the amount paid to or on behalf of the Member under this Plan related to that account.

**4.3 Establishment and Determination of Supplemental Matching Account.** Subject to Section 4.5, the Employer shall establish a Supplemental Matching Account on its books for each Salary Deferral Plan Member that is an employee of that Employer. The Supplemental Matching Account of a Salary Deferral Plan Member shall be credited with each of the following:

(a) As of the end of each Plan Year, the positive difference, if any, between (1) and (2) below:

(1) The matching contribution allocations that would have been credited to the account of the Salary Deferral Plan Member for the Plan Year if those allocations had been made under the Salary Deferral Plan (i) by taking into account the deferrals made by the Member under the Salary Deferral Plan and Section 4.1 of this Plan, (ii) by taking into account the Compensation of the Member for the Plan Year, and (iii) without taking into account the limitations of Code Sections 415, 401(k), 401(m) and 401(a)(17).

(2) The matching contribution allocations that have been credited to the account of said Salary Deferral Plan Member under the Salary Deferral Plan for the Plan Year in accordance with the terms of the Salary Deferral Plan.

(b) As of the end of each month, and as of the date the benefit is payable under Article V, the Employer shall adjust the Supplemental Matching Account of a Salary Deferral Plan Member under rules established by the Plan Administrator to reflect the increase or decrease that would have been incurred by the account since the last day of the preceding month if the account had been invested for the applicable period in the investments selected in advance by the Member from those made available by the Plan Administrator, or to the extent no selection has properly been made, by adjusting the account to reflect the increase or decrease that would have been incurred by the account for the applicable period if the account had been invested for the applicable period in the fixed income fund selected in its sole discretion by the Plan Administrator.

(c) The Plan Administrator shall prescribe such rules as it deems necessary or appropriate regarding the adjustments to be made to the Supplemental Matching Accounts to reflect the timing of investment elections made by the Member and the timing of amounts being credited or debited to the Supplemental Matching Accounts.

The Supplemental Matching Account balance of a Member shall be debited with the amount paid to or on behalf of the Member under this Plan related to that account.

#### 4.4 Special Expatriate Credits.

(a) Notwithstanding Section 4.1, a Member who is an Expatriate temporarily assigned to a country in which an election to defer salary into the Plan is not allowed by domestic labor law shall not be able to elect any deferrals under Section 4.1 relating to Compensation for services during such assignment.

(b) To the extent a Member who is an Expatriate is unable to make elective deferrals under this Plan during the temporary assignment, whether because of legal prohibitions or because of the tax costs under the laws of the applicable jurisdiction, the following shall apply:

(1) The Employer in its discretion may credit from time to time to the Deferral Account of the Member an amount as determined by the Employer which credit shall be treated for purposes of the Plan as if it were made under a deferral election under Section 4.1 (including the crediting of amounts under Section 4.3 to the Supplemental Matching Account of the Member with respect to such credits); provided, however, unless otherwise provided in writing by the Employer to the Plan Administrator at the time such credits are made, upon the return of the Member to service in the United States the accounts of the Member shall be adjusted to remove all such credits provided under this subparagraph (1), including any related credits to the Supplemental Matching Account of the Member under Section 4.3 and interest credited thereon, from the accounts of the Member unless the Plan Administrator determines that such Member

received a favorable end of assignment evaluation upon his or her return to the United States following completion of the assignment.

(2) Upon the return of the Member to service in the United States, the Member may make a special election from time to time under rules established by the Plan Administrator to make elective deferrals to this Plan from Compensation relating to services provided following the foreign assignment that the Member would have deferred under this Plan during such assignment if the Member had been employed in the United States. Such election shall be subject to the requirements of Section 4.1, including the requirements that the election be made during the year prior to the year during which the services are provided to which the Compensation relates. In determining the extent to which the Member may make elections to defer Compensation under this subparagraph, there shall be taken into account any credits to the accounts of the Member made under subparagraph (1) above which have not been removed from the applicable accounts under subparagraph (1) upon the return of the Member and the rate of deferrals by the Member under the Plan prior to the temporary foreign service. At the time deferrals based upon a proper election under this subparagraph are credited to the Deferral Account of the Member, the Compensation actually paid to the Member for the period by the Employer shall be reduced. Under rules established by the Plan Administrator, appropriate credits shall be made to the Supplemental Matching Account under Section 4.3 and appropriate interest shall be credited to the accounts applying the interest credit provisions of Sections 4.2 and 4.3 so that the Member making a deferral hereunder is in substantially the same position under the Plan as if the Member had deferred such amounts during the temporary foreign service.

(d) "Expatriate" means any Member who is or has been assigned to work temporarily outside of the United States for the Employer or an Affiliate.

**4.5 Temporary Transferee.** If the Member is a Temporary Transferee for a plan year, the Member shall not receive any credits under Section 4.3 for the plan year. A Member is a Temporary Transferee for a plan year if the Member is described in any of the following:

(a) A Member who is transferred to the employment of the Employer in the United States from a non-United States affiliate who is determined by the Plan Administrator to have a temporary assignment; or

(b) A Member determined by the Plan Administrator to be accruing benefits for the same service under an employee benefit plan sponsored by a non-United States affiliate of the Employer designed to provide basic retirement benefits to a broad group of employees; or

(c) A Member who is designated a Temporary Transferee under Section 3.11.

**4.6 Statement of Accounts.** The Plan Administrator shall provide to each Member within ninety (90) days after the close of each Plan Year, a statement in such form as the Plan Administrator selects setting forth the balance, if any, in the Deferral Account of the Member and the

balance, if any, in the Supplemental Matching Account as of the last day of the Plan Year just ended.

**4.7 Accounting Device Only.** The Deferral Account and the Supplemental Matching Account shall be utilized solely as a device for the measurement and determination of the amounts to be paid to the Member under this Plan. Neither the Deferral Account nor the Supplemental Matching Account shall constitute or be treated as a trust fund of any kind.

## ARTICLE V

### PAYMENT OF ACCOUNTS

**5.1 Benefit Payment.** A Member shall be entitled to a payment equal to the amount credited to his or her Accounts as of the Commencement Date. The payment shall commence to be paid on the date that is 30 days following the Commencement Date or as soon thereafter as administratively feasible.

**5.2 Form of Payment.** The amount due the Member shall be paid in one of the following forms as selected by the Member in his or her initial election form or in a subsequent election that is valid in accordance with the terms of the Plan as it existed at the time the election was made:

- (a) single lump sum payment; or
- (b) substantially equal monthly installments over a period certain selected by the Member that does not exceed 10 years.

In the event payment is made in installments, the Accounts used to measure the amount due the Member shall continue to be adjusted for interest under rules prescribed by the Plan Administrator in accordance with the provisions of Section 4.2(b) and Section 4.3(b). In the event no form of payment is properly elected, the amount due the Member shall be paid in the form of a single lump sum payment. Notwithstanding the foregoing, if the amount due the Member hereunder does not exceed \$25,000, the amount due shall be paid the Member in the form of a single cash payment without regard to the form of payment properly elected by the Member.

**5.3 Change in Form of Payment.** Prior to January 1, 2007, a Member may change his or her election of the form of payment for a Commencement Date by submitting a written election form to the Plan Administrator; provided such election shall not be effective for a Commencement Date that is less than 12 months from the date the election form was received by the Plan Administrator unless it is received at least 30 days before the Termination Date and the Plan Administrator, in its sole discretion, approves the form of payment selected. Notwithstanding the foregoing, a Member may not change a form of election on or after January 1, 2006 with respect to payments that would otherwise be received in 2006 or to cause payments to be made in 2006.

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On and after January 1, 2007, a Member may change his or her election of the form of payment for a Commencement Date by submitting a written election form to the Plan Administrator; provided

- (a) such election shall not be effective for a Commencement Date on account of Disability that is less than 12 months from the date the election form was received by the Plan Administrator; and
- (b) such election shall not be effective for a Commencement Date on account of a separation from service (other than on account of Disability) that is less than 5 years from the date the election form was received by the Plan Administrator.

The word "Disability" shall mean an impairment which results in the Member being disabled within the meaning of Section 409A(a)(2)(C) of the Code as determined by the Plan Administrator.

**5.4 Payment to Beneficiary.** In the event a Member dies before receiving his or her full benefit under this Plan, the Employer shall pay any remaining amount due on behalf of the Member hereunder to the Beneficiary of the Member. Such payment shall be in the form of a single cash payment. The payment shall be paid on the date that is 30 days following the date of death or as soon thereafter as administratively feasible. A Member may designate a Beneficiary on the form prescribed by and delivered to the Plan Administrator. If no Beneficiary is properly designated under this Plan, and the Member is a Salary Deferral Plan Member, then the Beneficiary shall be the person entitled under the terms of the Salary Deferral Plan to receive any death benefits payable under the Salary Deferral Plan on account of the death of that Plan Member. If there is no Beneficiary after application of the foregoing provisions of this Section, then the payment shall be made to the estate of the Member. If under these rules the benefits are payable to the estate of the Member, and either the Plan Administrator cannot locate a qualified representative of the deceased Member's estate, or if administration of the estate is not otherwise required, the Plan Administrator in its discretion may make the distribution to the deceased Member's heirs at law, determined in accordance with the law of the State of the Member's domicile in effect as of the date of the Member's death.

**5.5 Distribution During Employment.** Prior to the Commencement Date, a Member may request a distribution of all or a portion of the amount credited to his or her Accounts in the event of an Unforeseeable Emergency. The Plan Administrator shall determine, in a non-discriminatory manner, whether a Member has an Unforeseeable Emergency. A distribution may be made under this Section only if such distribution does not exceed the amount required to meet the immediate financial need created by the Unforeseeable Emergency (including the tax costs of the distribution) and is not reasonably available from other resources of the Member, including reimbursement or compensation from insurance, liquidation of assets to the extent the liquidation does not cause severe financial hardship, and the cancellation of deferrals under this Plan and any other plan of the Employer.

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## ARTICLE VI

### CHANGE OF CONTROL BENEFIT

In the event of a Change of Control that is a "change in the ownership or effective control of the corporation, or in the ownership of a substantial portion of the assets of the corporation" under Code Section 409A(a)(2)(A)(v) and applicable regulations with respect to the Member, the Member (or the Beneficiary of the Member if the Member is deceased) shall be entitled to receive an amount equal to the value of the Accounts of the Member, if any, as of the date of the Change of Control as determined by the Plan Administrator. The benefits payable under this Article VI shall be paid in the form of a single cash lump sum payment on a date that is 60 days of the date of the Change of Control or as soon thereafter as is administratively feasible.

## ARTICLE VII

### ADMINISTRATION OF THE PLAN

**7.1 Plan Administration.** The Plan Administrator shall have the full authority to interpret and construe the Plan and to issue such administrative procedures as it deems appropriate. The Plan Administrator shall have the duty and responsibility of maintaining records, making the requisite calculations and disbursing the payments hereunder. The Plan Administrator's interpretations, determinations, regulations and calculations shall be final and binding on all persons and parties concerned.

**7.2 Claims Procedure.** The Plan Administrator shall establish reasonable procedures for the submission and review of claims with respect to benefits under the Plan. A copy of the claims procedures for the Plan shall be available from the Plan Administrator. The failure of a claimant to follow the claims procedures with respect to a claim, including the review procedures, shall result in the loss of the right to bring an action in court with respect to the claim.

**7.3 Amendment and Termination.** The sponsoring Employer may amend or terminate the Plan at any time (and any other Employer may terminate the Plan with respect to the participation in the Plan of its employees), provided, however, that no such amendment or termination shall adversely affect a benefit to which a Member or the Beneficiary of such Member would be entitled under Article V prior to the date of such amendment or termination if the employment of the Member then

ended unless the change is necessary to keep the Plan in compliance with the applicable provisions of law, including Code Section 409A, so as to avoid adverse income tax consequences to participants in the Plan. In the event of a termination, benefits shall be retained under the terms of the Plan until the Member reaches his or her Commencement Date under the Plan; provided, however the liabilities of this Plan may in the discretion of the Employer be transferred to another plan or program of the Employer. The Plan Administrator may amend this Plan at anytime so long as the amendment does not materially increase the cost of the Plan to the Employer.

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If a Member of the Plan elects during calendar year 2005 to terminate participation in a plan that is aggregated with this Plan for purposes of Code Section 409A, such election shall also terminate the participation of the Member in this Plan as of the same date and the benefits of the Member under this Plan shall be determined as if a Change of Control with respect to the Member has occurred as of the date of the election and such benefits shall be paid to the Member in the time and manner set forth in Article VI.

**7.4 Payments.** The Employer will pay all benefits arising under this Plan. There shall be deducted from each payment any federal, state or local withholding or taxes or charges which may be required under applicable law as determined by the Employer.

**7.5 Non-assignability of Benefits.** The benefits payable hereunder or the right to receive future benefits under the Plan may not be anticipated, alienated, pledged, encumbered, or subjected to any charge or legal process, and if any attempt is made to do so, or a person eligible for any benefits becomes bankrupt, the interest under the Plan of the person affected may be terminated by the Plan Administrator which, in its sole discretion, may cause the same to be held or applied for the benefit of one or more of the dependents of such person or make any other disposition of such benefits that it deems appropriate.

**7.6 Status of Plan.** Nothing contained herein shall be construed as providing for assets to be held in trust or escrow or any other form of asset segregation for the Member or for any other person or persons to whom benefits are to be paid pursuant to the terms of this Plan, the Member's only interest hereunder being the right to receive the benefits set forth herein. To the extent any person acquires a right to receive benefits under this Plan, such right shall be no greater than the right of any unsecured general creditor of the Employer.

**7.7 Indemnification.** To the extent permitted by law, the Employer shall indemnify each member of the Board of Directors and any other employee of the Employer to whom duties are assigned with respect to this Plan, against expenses (including any amount paid in settlement) reasonably incurred by him or her in connection with any claims against him or her by reason of his or her conduct in the performance of his or her duties under the Plan, except in relation to matters as to which he or she acted fraudulently or in bad faith in the performance of such duties. This right of indemnification shall be in addition to any other right to which the Board or other person may be entitled as a matter of law or otherwise, and shall pass to the estate of a deceased person.

**7.8 Reports and Records.** The Plan Administrator and those to whom the Plan Administrator has delegated duties under the Plan shall keep records of all their proceedings and actions and shall maintain books of account, records, and other data as shall be necessary for the proper administration of the Plan and for compliance with applicable law.

**7.9 Finances.** The costs of the Plan shall be borne by the Employer. The rights of the Member (or of his or her Beneficiary) to benefits under the Plan shall be solely those of an unsecured general creditor of the Employer. Any assets acquired by or held by the Employer or set aside in a trust that may be established by the Employer shall not be deemed to be held as security for the performance

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of the obligations of the Employer under this Plan. Notwithstanding the foregoing, to the extent under the terms of any trust set up by an Employer payments are made by the Trustee of said Trust to the Member with respect to benefits under this Plan, such payments shall satisfy the obligations of the Employer hereunder to the extent of the payments made.

**7.10 Nonguarantee of Employment.** Nothing contained in this Plan shall be construed as a contract of employment between the Employer and any Member, or as a right of any Member to be continued in employment of the Employer, or as a limitation on the right of the Employer to discharge any of its employees, with or without cause.

**7.11 Applicable Law.** All questions pertaining to the construction, validity and effect of the Plan shall be determined in accordance with the laws of the United States and to the extent not pre-empted by such laws, by the laws of the State of Utah.

**7.12 Headings.** The headings of Sections and Articles in this Plan are for convenience purposes only and shall in no way control or be used in the interpretation of the content of the Sections or Articles or this Plan as a whole.

**7.13 Number and Gender.** Where the context requires, the singular shall include the plural and the plural shall include the singular, and any gender shall include both other genders.

## ARTICLE VIII

### TRANSFER OF EMPLOYEES AMONG AFFILIATED COMPANIES

The transfer of a Member from employment with the Employer to employment with an Affiliate shall not be deemed a termination of employment under this Plan. If the Affiliate is an Employer under this Plan, that Employer shall determine whether the Member shall continue to participate in this Plan as an employee of that Employer. For purposes of this Plan, the last Employer of a Member shall be liable for the Member's benefits hereunder even though a portion of the liability is attributable to periods of service for another Employer.

To the extent a succeeding Employer permits an Employee to participate in this Plan, such Employer shall determine the extent to which the prior elections made by the Member shall continue to apply to the Member. In the event the Member is transferred to an Affiliate that does not participate in this Plan, the Member shall cease to be eligible to make deferrals under this Plan but the former Employer shall continue to maintain the Accounts of the Member until the benefits become payable to the Member hereunder.

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Dated this 23rd day of December, 2005.

for itself and as successor in interest by merger to  
Huntsman LLC

By: /s/ Peter R. Huntsman  
Name: Peter R. Huntsman  
Title: President and CEO

HUNTSMAN PETROCHEMICAL CORPORATION

By: /s/ Peter R. Huntsman  
Name: Peter R. Huntsman  
Title: President and CEO

HUNTSMAN PURCHASING., LTD

By: /s/ Peter R. Huntsman  
Name: Peter R. Huntsman  
Title: President and CEO

HUNTSMAN ADVANCED MATERIALS AMERICAS INC.

By: /s/ Peter R. Huntsman  
Name: Peter R. Huntsman  
Title: President and CEO

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HUNTSMAN POLYMERS CORPORATION

By: /s/ Peter R. Huntsman  
Name: Peter R. Huntsman  
Title: President and CEO

HUNTSMAN EXPANDABLE POLYMERS COMPANY, LC

By: /s/ Peter R. Huntsman  
Name: Peter R. Huntsman  
Title: President and CEO

HUNTSMAN PROPYLENE OXIDE LTD

By: /s/ Peter R. Huntsman  
Name: Peter R. Huntsman  
Title: President and CEO

TIOXIDE AMERICAS INC.

By: /s/ Peter R. Huntsman  
Name: Peter R. Huntsman  
Title: President and CEO

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**SCHEDULE FOR HUNTSMAN INTERNATIONAL LLC**

Effective July 1, 2004, Huntsman International LLC ("International") became a participating employer in the Plan in connection with the transfer of the liabilities of the Executive Retirement Plan for Key Employees of the Polyurethanes Business (the "International Plan") sponsored by International to this Plan and the merger of the International Plan into this Plan pursuant to a Merger Agreement between Huntsman LLC and International. The following provisions override any conflicting provisions of the Plan and shall govern with respect to the employees of International. Unless otherwise indicated, terms have the meaning assigned in the Plan.

(1) **Eligibility.** The employees of International who were participating in the International Plan shall be participants in the Plan effective July 1, 2004 subject to the authority of International to adjust the status of any of its employees for purposes of the Plan in accordance with Section 3.11 of the Plan. The elections made by a participant with respect to deferrals of compensation in effect under the International Plan at the time of the merger of the International Plan shall be effective immediately following the merger under the Plan, subject to any right to change the election made by the participant in accordance with the terms of the Plan at it exists at that time.

(2) **Credits under International Plan.** Amounts credited to the accounts of a participant in the International Plan as of the date of the merger shall be credited to the accounts of such participant under the Plan and shall be an obligation of International under the Plan. The International Plan shall cease to exist in connection with the merger and participants in the International Plan shall only have the benefits provided under the Plan, including this Schedule to the Plan. Any adjustment to such accounts following the merger shall be in accordance with the terms of the Plan, including any adjustments for hypothetical earnings. Benefits shall be paid in such form and at such time as provided in accordance with the terms of the Plan.

(3) **Administration.** The Plan Administrator is authorized to interpret this Schedule and to establish such rules and procedures as it determines necessary or desirable to administer the Plan with the provisions of this Schedule.



**HUNTSMAN OUTSIDE DIRECTORS  
ELECTIVE DEFERRAL PLAN**

This Elective Deferral Plan of Huntsman Corporation is effective as of January 1, 2006 except as otherwise provided in this Plan.

**ARTICLE I**

**NAME**

**1.1 Name.** The Plan shall be known as the "HUNTSMAN OUTSIDE DIRECTORS ELECTIVE DEFERRAL PLAN" and is hereinafter sometimes referred to as the "Plan".

**ARTICLE II**

**PURPOSE**

**2.1 Purpose.** This Plan has been created for the primary purpose of providing outside directors of the Employer with the ability to defer the receipt of director fees.

**ARTICLE III**

**DEFINITIONS**

When used herein, the following words shall have the meanings indicated, unless the context clearly indicates otherwise:

- 3.1 Account.** The word "ACCOUNT" shall mean the Deferral Account described in Section 5.1.
- 3.2 Beneficiary.** The word "BENEFICIARY" shall mean the person or persons entitled to receive benefits upon the death of a Director under this Plan.
- 3.3 Code.** The word "CODE" shall mean the Internal Revenue Code of 1986, as amended.
- 3.4 Commencement Date.** The words "Commencement Date" shall mean the Termination Date of the Director.
- 3.5 Deferral Account.** The words "DEFERRAL ACCOUNT" shall mean the account maintained on the books of the Employer as described in Section 5.1.
- 3.6 Director.** The word "DIRECTOR" shall mean an Eligible Person who has become a participant in the Plan.
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- 3.7 Directors Fees.** The words "DIRECTORS FEES" with respect to a Director shall mean the total amount payable in cash to the Director for services as a member or committee member of the Board of Directors of the Employer.
- 3.8 Effective Date.** The "EFFECTIVE DATE" of this Plan shall be January 1, 2006.
- 3.9 Eligible Person.** The words "Eligible Person" shall mean any member of the Board of Directors of the Employer receiving Directors Fees who is not an employee of the Employer or any of its affiliates.
- 3.10 Employer.** The word "EMPLOYER" shall mean Huntsman Corporation or any successor thereof, if its successor shall adopt this Plan.
- 3.11 Plan.** The word "PLAN" shall mean the Elective Deferral Plan set forth in and by this document, as the same may be amended from time to time.
- 3.12 Plan Administrator.** The words "Plan Administrator" shall mean the person or committee designated by the Employer to administer this Plan. In the absence of an effective designation, it shall mean the Employer.
- 3.13 Plan Year.** The words "PLAN YEAR" shall mean the calendar year.
- 3.14 Termination Date.** The words "TERMINATION DATE" shall mean the date a Director ceases to be a member of the Board of Directors of the Employer for any reason whatsoever, voluntary or involuntary, other than death; provided, however, if the Plan Administrator determines that the Director has not experienced a "separation from service" within the meaning of Code Section 409A(a)(2)(A)(i) on the date that would otherwise be a Termination Date hereunder, then the "Termination Date" for purposes of the Plan shall be the first date thereafter as of which the Director has experienced a separation from service within the meaning of Code Section 409A(a)(2)(A)(i).
- 3.15 Unforeseeable Emergency.** The words "Unforeseeable Emergency" of a Director shall mean a severe financial hardship to the Director resulting from an illness or accident of the Director, the spouse of the Director or a dependent (within the meaning of Code Section 152(a)) of the Director, loss of the Director's property due to casualty or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Director as determined by the Plan Administrator to be an "unforeseeable emergency" within the meaning of Code Section 409A(a)(2)(B)(ii).

**ARTICLE IV**

**ELIGIBILITY**

**4.1 Participation.** Each Eligible Person shall be eligible to participate in this Plan as of the later of January 1, 2006 or the first day of the month coincident with or immediately following the date he or she becomes an Eligible Person. A Director shall cease to be eligible to make further elective deferrals under this Plan at such time as the Director ceases to be an Eligible Person.



**4.2 Elections.** A Director may make an election once each Plan Year to defer receipt of all or a portion of the Directors Fees payable to the Director with respect to the Plan Year and such election may not be modified during the Plan Year. The election for a Plan Year must be made prior to the beginning of the Plan Year. Notwithstanding the foregoing, an individual who first becomes an Eligible Person during a Plan Year may make an election within 30 days of the date the Eligible Person became a member of the Board of Directors, which election shall apply with respect to Directors Fees payable with respect to such Plan Year under rules established by the Plan Administrator. An election expires at the end of the Plan Year to which it relates.

## ARTICLE V

### ACCOUNTS

**5.1 Establishment and Determination of Elective Account.** The Employer shall establish an Elective Deferral Account on its books for each Director. The Deferral Account balance of a Director shall be credited with each of the following:

(a) **Elective Deferral Contribution.** The Employer shall credit to the Deferral Account of the Director the amount specified by the election of the Director under Section 4.2 at the time the Directors Fees would otherwise have been paid to the Director. The Director Fees actually paid to the Director for the period by the Employer shall be reduced by the amount credited to the Deferral Account under this Section 5.1(a).

(b) **Earnings.** As of the end of each month, and as of the date the benefit is payable under Article VI, the Employer shall adjust the Deferral Account of a Director under rules established by the Plan Administrator to reflect the increase or decrease that would have been incurred by the account since the last day of the preceding month if the account had been invested for the applicable period in the investments selected in advance by the Director from those made available by the Plan Administrator, or to the extent no selection has properly been made, by adjusting the account to reflect the increase or decrease that would have been incurred by the account for the applicable period if the account had been invested for the applicable period in the fixed income fund selected in its sole discretion by the Plan Administrator. The Plan Administrator shall prescribe such rules as it deems necessary or appropriate regarding the adjustments to the Deferral Accounts to reflect the timing of investment elections made by the Director and the timing of amounts being credited or debited to the Deferral Accounts.

The Deferral Account balance of a Director shall be debited with the amount paid to or on behalf of the Director under this Plan.

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**5.2 Statement of Accounts.** The Plan Administrator shall provide to each Director within 120 days after the close of each Plan Year, a statement in such form as the Plan Administrator selects setting forth the balance, if any, in the Deferral Account of the Director as of the last day of the Plan Year just ended.

**5.3 Accounting Device Only.** The Deferral Account shall be utilized solely as a device for the measurement and determination of the amounts to be paid to the Director under this Plan. The Deferral Account shall not constitute or be treated as a trust fund of any kind.

## ARTICLE VI

### PAYMENT OF ACCOUNTS

**6.1 Benefit Payment.** A Director shall be entitled to a payment equal to the amount credited to his or her Deferral Account as of the Commencement Date. The payment shall commence to be paid on the date that is 30 days following the Commencement Date or as soon thereafter as administratively feasible.

**6.2 Form of Payment.** The amount due the Director shall be paid in one of the following forms as selected by the Director in his or her initial election form:

(a) substantially equal monthly installments over a period certain selected by the Director that does not exceed 10 years; or

(b) a single cash lump sum payment.

Notwithstanding the foregoing, in the event the amount credited to the Deferral Account as of the Commencement Date does not exceed \$25,000, then it shall be paid in the form set forth in (b) above, regardless of the selection made by the Director in his or her election form.

While the amount of the Deferral Account is being paid in installments, the Deferral Account used to measure the amount due the Director shall continue to be adjusted for earnings under rules prescribed by the Plan Administrator as provided in Section 5.1(b). In the event no form of payment is properly elected, the amount due the Director shall be paid in the form of a single cash lump sum payment.

**6.3 Change in Form of Payment.** A Director may change his or her election of the form of payment for a Commencement Date by submitting a written election form to the Plan Administrator; provided such election shall not be effective for a Commencement Date on account of a separation from service that is less than 5 years from the date the election form was received by the Plan Administrator.

**6.4 Distribution in Event of Unforeseeable Emergency.** Prior to the Commencement Date, distribution of the Deferral Account may be made to the Director if the Plan Administrator determines, based upon uniform established standards, that the Director has incurred an Unforeseeable Emergency. The amount distributed shall not exceed the amount necessary to satisfy such emergency plus amounts necessary to pay any taxes reasonably anticipated as a result of the distribution, after taking into account the extent to which the hardship can be relieved through reimbursement or

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insurance proceeds or otherwise, including the liquidation of other assets of the Director to the extent that the liquidation of such assets would not itself cause severe financial hardship.

**6.4 Payment to Beneficiary.** In the event a Director dies before receiving his or her full benefit under this Plan, the Employer shall pay any remaining amount due on behalf of the Director hereunder to the Beneficiary of the Director. Such payment shall be in the form of a single cash payment and shall be paid within 60 days of the date of death. A Director may designate a Beneficiary on the form prescribed by and delivered to the Plan Administrator. If no Beneficiary is properly designated under this Plan, then the Beneficiary shall be the spouse of the Director, if living, or if there is no spouse it shall be the estate of the Director. If under these rules the benefits are payable to the estate of the Director, and either the Plan Administrator cannot locate a qualified representative of the deceased Director's estate, or if administration of the estate is not otherwise required, the Plan Administrator in its discretion may make the distribution to the deceased Director's heirs at law, determined in accordance with the law of the State of the Director's domicile in effect as of the date of the Director's death.

## ARTICLE VII

## ADMINISTRATION OF THE PLAN

**7.1 Plan Administration.** The Plan Administrator shall have the authority to interpret the Plan and issue such administrative procedures as it deems appropriate. The Plan Administrator shall have the duty and responsibility of maintaining records, making the requisite calculations and disbursing the payments hereunder. The Plan Administrator's interpretations, determinations, regulations and calculations shall be final and binding on all persons and parties concerned.

**7.2 Amendment and Termination.** The Employer may amend or terminate the Plan at any time, provided, however, that no such amendment or termination shall adversely affect a benefit to which a Director is entitled under Article VI prior to the date of such amendment or termination unless the change is necessary to keep the Plan in compliance with the applicable provisions of law, including Code Section 409A, so as to avoid adverse income tax consequences to participants in the Plan. In the event of a termination, benefits shall be retained under the terms of the Plan until the Director reaches his or her Commencement Date under the Plan; provided, however the liabilities of this Plan may in the discretion of the Employer be transferred to another plan or program of the Employer. The Plan Administrator may amend this Plan on behalf of the Employer at anytime so long as the amendment does not materially increase the cost of the Plan to the Employer.

**7.3 Payments.** The Employer will pay all benefits arising under this Plan. There shall be deducted from each payment any federal, state or local withholding or taxes or charges which may be required under applicable law as determined by the Employer.

**7.4 Non-assignability of Benefits.** The benefits payable hereunder or the right to receive future benefits under the Plan may not be anticipated, alienated, pledged, encumbered, or subjected to any charge or legal process, and if any attempt is made to do so, or a person eligible for any benefits becomes bankrupt, the earnings under the Plan of the person affected may be terminated by the Plan Administrator which, in its sole discretion, may cause the same to be held or applied for the benefit of one or more of the dependents of such person or make any other disposition of such benefits that it deems appropriate.

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**7.5 Status of Plan.** Nothing contained herein shall be construed as providing for assets to be held in trust or escrow or any other form of asset segregation for the Director or for any other person or persons to whom benefits are to be paid pursuant to the terms of this Plan, the Director's only right hereunder being the right to receive the benefits set forth herein. To the extent any person acquires a right to receive benefits under this Plan, such right shall be no greater than the right of any unsecured general creditor of the Employer.

**7.6 Reports and Records.** The Plan Administrator and those to whom the Plan Administrator has delegated duties under the Plan shall keep records of all their proceedings and actions and shall maintain books of account, records, and other data as shall be necessary for the proper administration of the Plan and for compliance with applicable law.

**7.7 Finances.** The costs of the Plan shall be borne by the Employer. The rights of the Director (or of his or her Beneficiary) to benefits under the Plan shall be solely those of an unsecured general creditor of the Employer. Any assets acquired by or held by the Employer shall not be deemed to be held as security for the performance of the obligations of the Employer under this Plan.

**7.8 Nonguarantee of Position.** Nothing contained in this Plan shall be construed as a right of any Director to be continued in his or her position as a member of the Board of Directors.

**7.9 Applicable Law.** All questions pertaining to the construction, validity and effect of the Plan shall be determined in accordance with the laws of the United States and to the extent not pre-empted by such laws, by the laws of the State of Utah.

**7.10 Headings.** The headings of Sections and Articles in this Plan are for convenience purposes only and shall in no way control or be used in the interpretation of the content of the Sections or Articles or this Plan as a whole.

**7.11 Number and Gender.** Where the context requires, the singular shall include the plural and the plural shall include the singular, and any gender shall include both other genders.

Dated this 23rd day of December, 2005.

### HUNTSMAN CORPORATION

By: /s/ Peter R. Huntsman  
Name: Peter R. Huntsman  
Title: President and CEO

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