

**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): **July 7, 2008**

**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)

**(801) 584-5700**

Registrant's telephone number, including area code:

**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 8.01. Other Events.**

On July 9, 2008, Huntsman Corporation (the "Company"), sent a letter (the "Huntsman Response") to Hexion Specialty Chemicals, Inc. ("Hexion"), responding to letters sent by Hexion to Huntsman on July 7, 2008 and July 8, 2008 (the "Hexion Letters").

Copies of the Hexion Letters and the Huntsman Response are attached hereto as Exhibits 99.1, 99.2 and 99.3, respectively, and are incorporated herein by reference.

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

(d) Exhibits

Number	Description of Exhibits
99.1	Letter from Hexion Specialty Chemicals, Inc. to Huntsman Corporation, dated July 7, 2008.
99.2	Letter from Hexion Specialty Chemicals, Inc. to Huntsman Corporation, dated July 8, 2008.
99.3	Letter from Huntsman Corporation to Hexion Specialty Chemicals, Inc., dated July 9, 2008.

**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

**EXHIBIT INDEX**

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99.3	Letter from Huntsman Corporation to Hexion Specialty Chemicals, Inc., dated July 9, 2008.

Hexion Specialty Chemicals, Inc.  
180 East Broad Street  
Columbus, Ohio 43215

July 7, 2008

Huntsman Corporation  
500 Huntsman Way  
Salt Lake City, Utah 84108  
Attention: General Counsel

Dear Sam:

We are in receipt of Huntsman's letters of July 3 and July 4. With respect to the July 3 letter, we acknowledge the consent granted. However, we strongly disagree with various assertions in that letter.

First, the extensive materials we have already provided to Huntsman demonstrate that the total amount of financing available under the Commitment Letter is insufficient to close the transaction, and that the gap is extraordinarily large. As you know, these analyses are based largely on Huntsman's own further revised projections. Nevertheless, since Huntsman disagrees, please provide us with Huntsman's calculation of sources and uses of funds and any other materials that demonstrate that the total amount of financing available under the Commitment Letter is sufficient to close the transaction and that the combined company will be solvent at closing. We assume your Board must have received such information before it could make its determination that the transaction is reasonably likely to close. We have repeatedly asked for Huntsman's current cash flow and net debt estimates and other materials related to Huntsman's views on the solvency of the combined company. We reiterate our request. Unless you provide us with this information promptly and we have an opportunity to confirm its accuracy, we will be unable to factor this information into our dialogue with our financing banks. Further, various sections of the Merger Agreement give Hexion the right to this information, including Sections 5.2 and 5.13, and Huntsman's failure to promptly provide this important information is in clear breach of its contractual obligations.

Second, Section 5.12(b) of the Merger Agreement requires that Hexion notify Huntsman if it "no longer believes in good faith that it will be able to obtain all or any portion of the Financing contemplated by the Commitment Letter on the terms described therein." Per our prior communications and based on all of the detailed analysis we have shared with Huntsman (and having received no factual information to the contrary from Huntsman), Hexion does not believe in good faith that it will be able to obtain the Financing because the combined company will be insolvent. It is for this reason that Hexion believes it is required to seek Alternate Financing pursuant to Section 5.12(c) of the Merger Agreement. We fail to see why Huntsman would challenge Hexion's efforts to perform its obligations under the Merger Agreement. We also note that the Merger Agreement contains no requirement that Hexion

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raise equity or obtain Alternate Financing on terms less favorable to Hexion than those provided in the Commitment Letter.

Huntsman's July 4 letter purports to extend the Termination Date to October 2, 2008. Based on all of the information we provided you, we do not believe the Huntsman Board could have determined in good faith that there exists an objectively reasonable probability that the Merger can be completed within the next 90 days.

Nothing herein shall constitute a waiver of any rights or remedies available to Parent or Merger Sub under the Merger Agreement or applicable law.

HEXION SPECIALTY CHEMICALS, INC.

By: /s/ Mary Ann Jorgenson  
Mary Ann Jorgenson

cc: Jeffrey B. Floyd, Esq.  
(Vinson & Elkins L.L.P.)

John A. Marzulli, Jr.  
(Shearman & Sterling LLP)

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**Hexion Specialty Chemicals, Inc.**  
**180 East Broad Street**  
**Columbus, Ohio 43215**

July 8, 2008

Huntsman Corporation  
 500 Huntsman Way  
 Salt Lake City, Utah 84108  
 Attention: General Counsel

Dear Sam:

Further to our letters dated July 2, 2008 and July 7, 2008, Hexion is in the process of engaging Gleacher Partners to provide advice and assistance to Hexion with respect to financing matters in relation to the Merger Agreement. A copy of the confidentiality agreement we have entered into with that firm is attached.

We note that your July 4 letter did not grant the consent specifically requested in our July 2 letter, namely, consent "to (i) engage one or more other third-party financial institutions in connection with an Alternate Financing and (ii) provide confidential information and materials to such third-party financial institution(s), and to any potential financing source(s) identified by such third-party financial institutions." We reiterate our request for this consent which is required pursuant to our June 1, 2007 confidentiality agreement.

Section 5.12(c) of the Merger Agreement provides that "[i]f any portion of the Financing becomes unavailable on the terms and conditions contemplated in the Commitment Letter or the Commitment Letter shall be terminated or modified in a manner materially adverse to Parent for any reason, Parent shall use its reasonable best efforts to arrange to obtain alternative financing from alternative sources in an amount sufficient to consummate the Transactions ("Alternate Financing") ..." As the materials Hexion has provided Huntsman demonstrate, completing the Merger based on the agreed upon capital structure would render the combined company insolvent. It is for this reason that Hexion does not believe in good faith that it will be able to obtain the Financing contemplated by the Commitment Letter on the terms described therein.

The Merger Agreement provides a framework for addressing this situation, namely, Section 5.12(c), which provides that in such event, Hexion is required to use "its reasonable best efforts to take, or cause to be taken, all things necessary, proper or advisable to arrange promptly and consummate the Alternate Financing... on terms and conditions (including termination rights and funding conditions) no less favorable to Parent or Merger Sub than those included in the Commitment Letter." The Merger Agreement contains no concept of "additional financing" as you have suggested, be it equity or otherwise, and Hexion has no obligation to seek such additional financing, as opposed to "Alternate Financing."

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To be clear, the Commitment Letter has not been terminated and Hexion intends to comply with its obligations under the Merger Agreement with respect to the Financing. However, for the reasons noted above, Hexion does not believe that the Financing will be available and therefore believes it is necessary to pursue Alternate Financing. Accordingly, Hexion seeks Huntsman's consent under the confidentiality agreement to permit Hexion to pursue Alternate Financing. If Huntsman does not grant this consent, Hexion cannot be held responsible for the failure to pursue Alternate Financing as would otherwise be required under the Merger Agreement.

We would appreciate receiving Huntsman's executed consent no later than 12:00 pm EDT, July 9, 2008. Please fax a copy of your consent to the undersigned at (614) 225-7299.

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Nothing herein shall constitute a waiver of any rights or remedies available to Parent or Merger Sub under the Merger Agreement or applicable law.

**HEXION SPECIALTY CHEMICALS, INC.**

By:           /s/ William H. Carter            
 Name: William H. Carter  
 Title: Executive Vice President and  
 Chief Financial Officer

cc: Jeffrey B. Floyd, Esq. (*Vinson & Elkins L.L.P.*)  
 John A. Marzulli, Jr. (*Shearman & Sterling LLP*)

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July 9, 2008

**BY FACSIMILE AND OVERNIGHT COURIER**

Craig O. Morrison  
Hexion Specialty Chemicals, Inc.  
180 East Broad Street  
Columbus, Ohio 43215  
Facsimile: (614) 225-7495

Joshua J. Harris  
Apollo Management VI, L.P.  
9 West 57th Street, 43rd Floor  
New York, NY 10019  
Facsimile: (212) 515-3288

Dear Josh and Craig:

Reference is made to William Carter's letter dated July 8, 2008. As you are well aware, the Merger Agreement has no financing contingency. During our negotiations, and as explicitly drafted in the Merger Agreement, Hexion represented to us that the aggregate proceeds contemplated by the financing would be sufficient to pay the Required Amounts. Hexion further agreed to use its reasonable best efforts to obtain the required financing.

We did not agree that your obligations would be constrained by any particular capital structure. If you believe the merger cannot be consummated with the current financing, then you should seek financing, including debt or equity financing, to permit such consummation. As we have repeatedly said, however, we believe the financing contemplated by the Commitment Letter will be available and sufficient if you comply with your obligations.

As acknowledged in Hexion's earlier letter, dated July 7, 2008, and as reiterated herein, Huntsman consents to (i) your engaging third party financial institutions in connection with seeking additional financing and (ii) providing Huntsman confidential information to such institutions so that you may satisfy your obligation to close the Merger. No additional consent is required under our confidentiality agreement for you to seek any and all debt and equity financing that will permit the consummation of the merger. As previously expressed, our consent is expressly conditioned upon your (x) actions complying in all respects with the existing Commitment Letter and (y) obtaining from such persons an executed confidentiality agreement. Additionally, we ask that you promptly notify us of the identity of any party to whom you have disclosed Huntsman confidential information.

10003 Woodloch Forest Drive, The Woodlands, Texas 77380  
Tel: 281-719-6000 Fax: 281-719-6416 www.huntsman.com

As you have stated, the Commitment Letters have not been terminated and remain in full force and effect. To the extent that you receive notice from your lenders that the Commitment Letters have been terminated or modified, we would expect to be notified promptly. Nothing herein shall constitute a waiver of any rights or remedies available to Huntsman under the Merger Agreement or applicable law.

We are committed to closing this transaction and you should be assured that we will continue to honor our obligations. Please feel free to contact me directly with any questions or comments that you may have.

Sincerely,

Peter R. Huntsman  
President and Chief Executive Officer

cc: William Carter  
Hexion Specialty Chemicals, Inc.  
180 East Broad Street  
Columbus, Ohio 43215  
Facsimile: (614) 225-7495

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