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**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): **November 13, 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.)

**Huntsman International LLC**

(Exact name of registrant as specified in its charter)

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

**333-85141**  
(Commission  
File Number)

**87-0630358**  
(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))
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**Item 1.01. Entry into a Material Definitive Agreement.**

See Item 2.03 below.

**Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The following information is furnished pursuant to Item 1.01, "Entry into a Material Definitive Agreement" and Item 2.03, "Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant."

On November 13, 2008, Huntsman International LLC ("Huntsman International"), a wholly-owned subsidiary of Huntsman Corporation, completed an amendment and expansion of its accounts receivable securitization program (the "Amended A/R Program"). In connection with this amendment and expansion, among other things, the Amended A/R Program (1) added two subsidiaries of Huntsman International as receivables originators under the program, (2) increased the size of the program to an aggregate currency equivalent of approximately 575 million U.S. dollars, (3) added two new financial institutions as funding agents for their related commercial paper conduits and liquidity providers, and (4) extended the term of the program through November 12, 2009. As a result of the Amended A/R Program, Huntsman International expects to have commercial paper conduit financing available at an interest rate equal to commercial paper cost of funds plus 150 basis points per annum.

2008: In connection with the Amended A/R Program, the following agreements, among others, were entered into on November 13,

- (i) Second Amendment to the Second Amended and Restated Pooling Agreement, among Huntsman Receivables Finance LLC, Huntsman (Europe) BVBA, the conduit purchasers party thereto as Series 2000-1 conduit purchasers, the several financial institutions party thereto as Series 2000-1 APA banks, the several financial institutions party thereto as funding agents, JPMorgan Chase Bank, N.A. as administrative agent and BNY Financial Services plc, the successor to J.P. Morgan Bank (Ireland) plc, as trustee, The Bank of New York Mellon, and JPMorgan Chase Bank, N.A.;
- (ii) Second Amended and Restated 2000-1 Supplement to Second Amended and Restated Pooling Agreement, among Huntsman Receivables Finance LLC, Huntsman (Europe) BVBA, the several financial institutions party thereto as funding agents, the Series 2000-1 Conduit Purchasers party thereto, the several financial institutions party thereto as Series 2000-1 APA Banks, J.P.Morgan Securities Ltd., JPMorgan Chase Bank, N.A., and BNY Financial Services plc, the successor to J.P.Morgan (Ireland) plc, as trustee.
- (iii) Amendment to the Second Amended and Restated Servicing Agreement, among Huntsman Receivables Finance LLC, Huntsman (Europe) BVBA, the various affiliates of Huntsman International LLC party thereto as local servicers, Huntsman International LLC, as servicer guarantor, BNY Financial Services plc, the successor to J.P.Morgan Bank (Ireland), as trustee, and PricewaterhouseCoopers LLP, as liquidation servicer.

K. The registrants have filed the agreements set forth in clauses (i) through (iii) above as exhibits to this periodic report on Form 8-

In connection with the Amended A/R Program, we terminated the short term committed revolving credit facility of our subsidiary, Huntsman (UK) Limited, entered into on June 30, 2008, of which nothing was drawn as of November 13, 2008.

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#### Item 9.01. Financial Statements and Exhibits.

##### (d) Exhibits

Number	Description of Exhibits
10.1	Second Amendment to the Second Amended and Restated Pooling Agreement, among Huntsman Receivables Finance LLC, Huntsman (Europe) BVBA, the Series 2000-1 conduit purchasers party thereto, the several financial institutions party thereto as Series 2000-1 APA banks, the several financial institutions party thereto as funding agents, JPMorgan Chase Bank, N.A. as administrative agent and BNY Financial Services plc, the successor to J.P. Morgan Bank (Ireland) plc, as trustee, The Bank of New York Mellon, and JPMorgan Chase Bank, N.A., dated as of November 13, 2008.
10.2	Second Amended and Restated 2000-1 Supplement to Second Amended and Restated Pooling Agreement, among Huntsman Receivables Finance LLC, Huntsman (Europe) BVBA, the several financial institutions party thereto as funding agents, the Series 2000-1 Conduit Purchasers party thereto, the several financial institutions party thereto as Series 2000-1 APA Banks, J.P.Morgan Securities Ltd., JPMorgan Chase Bank, N.A., and BNY Financial Services plc, the successor to J.P.Morgan (Ireland) plc, as trustee, dated as of November 13, 2008.
10.3	Amendment to the Second Amended and Restated Servicing Agreement, among Huntsman Receivables Finance LLC, Huntsman (Europe) BVBA, the various affiliates of Huntsman International LLC party thereto as local servicers, Huntsman International LLC, as servicer guarantor, BNY Financial Services plc, the successor to J.P.Morgan Bank (Ireland), as trustee, and PricewaterhouseCoopers LLP, as liquidation servicer, dated as of November 13, 2008.

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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  
HUNTSMAN INTERNATIONAL LLC

/s/ Troy M. Keller

Troy M. Keller  
Assistant Secretary

November 19, 2008

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## EXHIBIT INDEX

Number	Description of Exhibits
10.1	Second Amendment to the Second Amended and Restated Pooling Agreement, among Huntsman Receivables Finance LLC, Huntsman (Europe) BVBA, the Series 2000-1 conduit purchasers party thereto, the several financial institutions party thereto as Series 2000-1 APA banks, the several financial institutions party thereto as funding agents, JPMorgan Chase Bank, N.A. as administrative agent and BNY Financial Services plc, as successor to J.P. Morgan Bank (Ireland) plc, as trustee, The Bank of New York Mellon, and JPMorgan Chase Bank, N.A., dated as of November 13, 2008.
10.2	Second Amended and Restated 2000-1 Supplement to Second Amended and Restated Pooling Agreement, among Huntsman Receivables Finance LLC, Huntsman (Europe) BVBA, the several financial institutions party thereto as funding agents, the Series 2000-1 Conduit Purchasers party thereto, the several financial institutions party thereto as Series 2000-1 APA Banks, J.P.Morgan Securities Ltd., JPMorgan Chase Bank, N.A., and BNY Financial Services plc, as successor to J.P.Morgan (Ireland) plc, as trustee, dated as of November 13, 2008.
10.3	Amendment to the Second Amended and Restated Servicing Agreement, among Huntsman Receivables Finance LLC, Huntsman (Europe) BVBA, the various affiliates of Huntsman International LLC party thereto as local servicers, Huntsman International LLC, as servicer guarantor, BNY Financial Services plc, as successor to J.P.Morgan Bank (Ireland), as trustee and PricewaterhouseCoopers LLP, as liquidation servicer, dated as of November 13, 2008.

## SECOND AMENDMENT TO THE SECOND AMENDED AND RESTATED POOLING AGREEMENT

This Second Amendment to the Second Amended and Restated Pooling Agreement dated as of November 13, 2008 (this “**Amendment**”), is made among Huntsman Receivables Finance LLC (the “**Company**”), a Delaware limited liability company, Huntsman (Europe) BVBA (the “**Master Servicer**”), a company organized under the laws of Belgium, the conduit purchasers party hereto from time to time as Series 2000-1 Conduit Purchasers (the “**Series 2000-1 Conduit Purchasers**”), the several financial institutions party hereto from time to time as Series 2000-1 APA banks (the “**Series 2000-1 APA Banks**”), the several financial institutions party hereto from time to time as funding agents (the “**Funding Agents**”), JPMorgan Chase Bank, N.A., as administrative agent (the “**Administrative Agent**”), BNY Financial Services plc, as successor to J.P. Morgan Bank (Ireland) plc, as trustee (the “**Trustee**”), The Bank of New York Mellon, Brussels Branch, in its capacity as account bank and securities intermediary, and JPMorgan Chase Bank, N.A., as an account bank.

WHEREAS, the Company, the Master Servicer and the Trustee (the “**Pooling Agreement Parties**”) are parties to the Pooling Agreement dated as of December 21, 2000, as amended and restated by the Amended and Restated Pooling Agreement, dated as of June 26, 2001, as further amended and restated by the Second Amended and Restated Pooling Agreement, dated as of April 18, 2006 (as heretofore amended, restated, supplemented or otherwise modified, the “**Pooling Agreement**”);

WHEREAS, each of the parties hereto are parties to the Series 2000-1 Supplement dated as of December 21, 2000, as amended and restated by the Amended and Restated Series 2000-1 Supplement dated as of April 18, 2006 and as amended and restated by the Second Amended and Restated Series 2000-1 Supplement dated as of November 13, 2008 (as heretofore amended, restated, supplemented or otherwise modified, the “**Series 2000-1 Supplement**”);

WHEREAS, pursuant to **Section 10.01(b)** of the Pooling Agreement, the Pooling Agreement may be amended in writing from time to time by the Master Servicer, the Company and the Trustee with the written consent of the Funding Agents for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Pooling Agreement subject to the limitations in such **Section 10.01(b)**;

WHEREAS, the Series 2000-1 Conduit Purchasers and the 2000-1 APA Banks are the Investor Certificateholders and hereby represent and warrant that they are the holders of the entire principal amount of Investor Certificates issued pursuant to the Series 2000-1 Supplement;

WHEREAS, the Administrative Agent, the Funding Agents, the Series 2000-1 Conduit Purchasers and the Series 2000-1 APA Banks are a party hereto for purposes of consenting to the amendments provided under this Amendment and agreeing to the provisions of **Section 14** of this Amendment; and

WHEREAS, the Pooling Agreement Parties wish to amend the Pooling Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, the parties hereto, hereby agree as follows:

1. Capitalized terms used but not defined herein shall have the meanings ascribed to them in **Annex X** to the Pooling Agreement (as in effect prior to this Amendment). The provisions of **Section 1.02** of the Pooling Agreement shall apply to this Amendment, *mutatis mutandis*, as if set forth herein.
2. The Pooling Agreement Parties hereby agree that **Section 1.02(j)** of the Pooling Agreement shall be and hereby is amended by deleting the existing **Section 1.02(j)** and replacing it with the following:

“(j) References to the Pooling Agreement in any other document or agreement inclusive of the Transaction Documents shall be deemed to be references to this agreement as amended, restated, supplemented or otherwise modified from time to time and all assignments hereof.”

3. The Pooling Agreement Parties hereby agree that **Section 1.02** of the Pooling Agreement shall be and hereby is amended by adding the following new paragraph (k):

“(k) References to any other Transaction Document or any other document or agreement in this Pooling Agreement shall be deemed to be references to any such document or agreement as amended, restated, supplemented or otherwise modified from time to time.”

4. The Pooling Agreement Parties hereby agree that **Article I** of the Pooling Agreement shall be and hereby is amended by adding the following new **Section 1.03**:

### “SECTION 1.03 Calculations.

All calculations under this Agreement shall be in U.S. Dollars so that for purposes of calculating or determining any Invested Amount, any Invested Percentage, the Aggregate Receivables Amount and any Target Receivables Amount and any term or amount incorporated into any of the foregoing definitions or calculations, amounts denominated in a currency other than U.S. Dollars shall be converted on a **pro forma** basis into U.S. Dollars at the Spot Rate as in effect on the date of the relevant

calculations or determination.”

5. The Pooling Agreement Parties hereby agree that **Annex X** to the Pooling Agreement shall be and hereby is amended by deleting the existing **Annex X** in its entirety and replacing it with **Annex X** in the form attached hereto as **Schedule VI**.
6. The Pooling Agreement Parties hereby agree that **Part (D)** of **Schedule 1** to the Pooling Agreement shall be and hereby is amended by deleting the existing **Part (D)** of **Schedule 1** in its entirety and replacing it with **Part (D)** of **Schedule 1** in the form attached hereto as **Schedule I**.
7. The Pooling Agreement Parties hereby agree that **Part (F)** of **Schedule 1** to the Pooling Agreement shall be and hereby is amended by deleting the existing **Part (F)** of **Schedule 1** in its entirety and replacing it with **Part (F)** of **Schedule 1** in the form attached hereto as **Schedule II**.
8. The Pooling Agreement Parties hereby agree that **Schedule 3** to the Pooling Agreement shall be and hereby is amended by deleting the existing **Schedule 3** in its entirety and replacing it with **Schedule 3** in the form attached hereto as **Schedule III**.
9. The Pooling Agreement Parties hereby agree that **Schedule 4** to the Pooling Agreement shall be and hereby is deleted in its entirety.
10. The Pooling Agreement Parties hereby agree that **Schedule 5** to the Pooling Agreement shall be and hereby is amended by deleting the existing **Schedule 5** in its entirety and replacing it with **Schedule 5** in the form attached hereto as **Schedule IV**.
11. The Pooling Agreement Parties hereby agree that **Schedule 6** to the Pooling Agreement shall be and hereby is amended by deleting the existing **Schedule 6** in its entirety and replacing it with **Schedule 6** in the form attached hereto as **Schedule V**.
12. The Pooling Agreement Parties hereby agree that notwithstanding anything to the contrary in the Series 2000-1 Supplement or the Pooling Agreement:

- (a) the payment of Series 2000-1 Pay-Off Amounts to the Series 2000-1 Finance Parties in accordance with **Section 2.14(b)** through **Section 2.14(g)** of the Series 2000-1 Supplement shall be deemed to be a final distribution pursuant to **Section 9.03** of the Pooling Agreement with respect to the Series 2000-1 VFC Certificates and, on the date it receives such notices of receipt of the Series 2000-1 Pay-Off Amounts (the “**Release Date**”), the Trustee shall release the security interest granted to the Trustee for the benefit of the Holders pursuant to the Pooling Agreement in accordance with **Section 2.14(g)** of the Series 2000-1 Supplement as if the requirements of **Section 9.04** of the Pooling Agreement had been met;
- (b) following the Release Date, by 12.30 p.m. (London time) on each Business Day, the Trustee shall transfer all funds then on deposit in each Company Concentration Account and each Series Account to the relevant Company Receipts Account; **provided** that the Trustee may deduct its pro rated monthly fees of USD 4,583.33 per month from such transfers; and
- (c) on and after the Release Date, the Trustee shall have no further obligations or duties under the Pooling Agreement, except (i) as provided in **clause (b)** above, (ii) any actions required to be performed by the Trustee in connection with the termination of the Trust or the release of the security interest granted under the Pooling Agreement and (iii) any provisions of the Pooling Agreement which are expressed to survive the termination of the Pooling Agreement.

13. The amendments under **Sections 2** through **12** of this Amendment shall become effective upon: (a) the Second Amended and Restated Series 2000-1 Supplement, dated as of the date hereof, among others, the parties hereto becoming effective in accordance with its terms; (b) satisfaction of the conditions set forth in **Section 2.09(b)** of the Pooling Agreement with respect to the addition of Huntsman Advanced Materials (Europe) BVBA and Huntsman Advanced Materials Americas Inc. as Approved Originators; (c) the Amendment to Second Amended and Restated Servicing Agreement dated as of the date hereof, by, among others, the parties hereto becoming effective in accordance with its terms; and (d) satisfaction or waiver of the conditions set forth in **Section 2.10** of the Pooling Agreement with respect to the removal of Huntsman Petrochemicals (UK) Limited, Huntsman Expandable Polymers Corporation LC and Huntsman Polymers Corporation as Approved Originators, in each case to the satisfaction (in form and substance) of the Series 2000-1 Purchasers.

14. The Funding Agents, the Series 2000-1 Conduit Purchasers, the Series 2000-1 APA Banks and the Administrative Agent hereby acknowledge and consent to the provisions of this Amendment.

15. Each of the parties hereto hereby agrees that the Fourth Amendment to Series 2000-1 Supplement and Third Amendment to Pooling Agreement dated as of October 27, 2008 (the “**October Amendment**”), by, among others, the Company, the Master Servicer, the Trustee, and certain of the Series 2000-1 Conduit Purchasers, the Series 2000-1 APA Banks and the Funding Agents, and the Administrative Agent shall, upon the effectiveness of this Amendment in accordance with **Section 12**, be terminated and cease to have any further effect. The parties hereto acknowledge that notwithstanding the description of the October Amendment as being a Third Amendment to the Pooling Agreement, this Amendment is described as the Second Amendment to the Pooling Agreement (there being no prior “Second Amendment”).

16. Except as expressly amended by this Amendment, the Pooling Agreement is ratified and confirmed in all respects and the terms, provisions and conditions thereof are and shall remain in full force and effect.

17. THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REFERENCE TO ANY CONFLICT OF LAW PRINCIPLES (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

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18. This Amendment may be executed in counterparts by the parties hereto, and each such counterpart shall be considered an original and all such counterparts shall constitute one and the same instrument.

19. The provisions of **Sections 11.08, 11.14 and 11.17** of the Series 2000-1 Supplement shall apply hereto, *mutatis mutandis*, as if set forth in full herein.

[SIGNATURE PAGE FOLLOWS]

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**IN WITNESS WHEREOF**, each of the parties hereto have caused this Amendment to be duly executed by their respective officers as of the day and year first above written.

**HUNTSMAN RECEIVABLES FINANCE LLC,**  
as Company

By: /s/ SEAN DOUGLAS  
Name: Sean Douglas  
Title: Vice President and Treasurer

**HUNTSMAN (EUROPE) BVBA,**  
as Master Servicer

By: /s/ SEAN DOUGLAS  
Name: Sean Douglas  
Title: Attorney-in-Fact

By: \_\_\_\_\_  
Name:  
Title:

**BNY FINANCIAL SERVICES PLC**  
not in its individual capacity but solely as Trustee

By: /s/ ANDREW MCLEOD  
Name: Andrew McLeod VP  
Title: Authorized Signatory

**THE BANK OF NEW YORK MELLON,**  
in its capacity as account bank and securities intermediary

By: /s/ TREVOR BLEWER  
Name: Trevor Blewer  
Title: Vice President

*[Second Amendment to Pooling Agreement Signature Page 1 to 5]*

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**Consented and agreed to as of the date first written above:**

**JPMORGAN CHASE BANK, N.A.,**  
as Administrative Agent

By: /s/ CHARLES SIMOND

Name: Charles Simond  
Title: Executive Director

**JPMORGAN CHASE BANK, N.A.,**  
as Funding Agent

By: /s/ CHARLES SIMOND  
Name: Charles Simond  
Title: Executive Director

**JPMORGAN CHASE BANK, N.A.,**  
as a Series 2000-1 APA Bank

By: /s/ CHARLES SIMOND  
Name: Charles Simond  
Title: Executive Director

**CHARIOT FUNDING LLC,**  
as a Series 2000-1 Conduit Purchaser  
By: JPMorgan Chase Bank, N.A.,  
as its attorney-in-fact

By: /s/ CHARLES SIMOND  
Name: Charles Simond  
Title: Executive Director

*[Second Amendment to Pooling Agreement Signature Page 2 to 5]*

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**WACHOVIA CAPITAL MARKETS, LLC,**  
as Funding Agent

By: /s/ EERO H. MAKI  
Name: Eero H. Maki  
Title: Director

**WACHOVIA CAPITAL MARKETS, LLC,**  
as a Series 2000-1 APA Bank

By: /s/ EERO H. MAKI  
Name: Eero H. Maki  
Title: Director

**VARIABLE FUNDING CAPITAL COMPANY, LLC,**  
as a Series 2000-1 Conduit Purchaser  
By: Wachovia Capital Markets, LLC  
as its attorney-in-fact

By: /s/ DOUGLAS R. WILSON, SR.  
Name: Douglas R. Wilson, Sr.  
Title: Director

*[Second Amendment to Pooling Agreement Signature Page 3 to 5]*

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**BARCLAYS BANK PLC,**  
as Funding Agent

By: /s/ JEFFREY GOLDBERG  
Name: Jeffrey Goldberg  
Title: Associate Director

**BARCLAYS BANK PLC,**  
as a Series 2000-1 APA Bank

By: /s/ JEFFREY GOLDBERG  
Name: Jeffrey Goldberg  
Title: Associate Director

**SHEFFIELD RECEIVABLES CORPORATION,**  
as a Series 2000-1 Conduit Purchaser  
By: Barclays Bank PLC,  
as its attorney-in-fact

By: /s/ JASON D. MUNCY  
Name: Jason D. Muncy  
Title: Associate Director

*[Second Amendment to Pooling Agreement Signature Page 4 to 5]*

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**HSBC BANK PLC,**  
as a Funding Agent

By: /s/ NIGEL BATLEY  
Name: Nigel Batley  
Title: Managing Director

**HSBC BANK USA, NATIONAL ASSOCIATION,**  
as a Series 2000-1 APA Bank

By: /s/ DAVID A. MANDELL  
Name: David A. Mandell  
Title: Managing Director

**REGENCY ASSETS LIMITED,**  
as a Series 2000-1 Conduit Purchaser

By: /s/ MICHAEL WHELAN  
Name: Michael Whelan  
Title: Director

*[Second Amendment to Pooling Agreement Signature Page 5 to 5]*

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**SCHEDULE VI  
to Amendment**

**ANNEX X**

**to**

**Pooling Agreement**

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**ANNEX X  
to  
Pooling Agreement**

“**ABR**” shall mean, for any day, a per annum alternate base rate (rounded upwards, if necessary, to the next 1/16 of 1%) equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Base CD Rate in effect on such day **plus** 1%, (c) the Federal Funds Effective Rate in effect on such day **plus** ½ of 1% and (d) the Eurocurrency Rate for a one month Accrual Period on such day (or if such day is not a



Business Day, the immediately preceding Business Day) plus 1%, **provided** that, for the avoidance of doubt, the Eurocurrency Rate for any day shall be based on the rate appearing with respect to the relevant currency on the Reuters BBA Libor Rates Page 3750 (or on any successor or substitute page of such page) at approximately 11:00 a.m. London time on such day. If for any reason, the relevant Funding Agent shall have determined (which determination shall be conclusive absent manifest error) that it is unable to ascertain the Base CD Rate, the Federal Funds Effective Rate or the Eurocurrency Rate or any of them for any reason, including the inability or failure of the relevant Funding Agent to obtain sufficient quotations in accordance with the terms of the definitions thereof, the ABR shall be determined without regard to **clause (b), (c) and/or (d)**, (as applicable), of the immediately preceding sentence, as appropriate, until the circumstances giving rise to such inability no longer exist. Any change in the ABR due to a change in the Prime Rate, the Base CD Rate, the Federal Funds Effective Rate or the Eurocurrency Rate shall be effective on the effective date of such change in the Prime Rate, the Base CD Rate, the Federal Funds Effective Rate or the Eurocurrency Rate, respectively. The term “**Prime Rate**” shall mean the rate of interest per annum publicly announced from time to time by the relevant Funding Agent as its prime rate in effect at its principal office in New York City; each change in the Prime Rate shall be effective on the date such change is publicly announced as being effective. The term “**Base CD Rate**” shall mean the sum of (a) the product of (i) the Three-Month Secondary CD Rate and (ii) Statutory Reserves and (b) the Assessment Rate. The term “**Three-Month Secondary CD Rate**” shall mean, for any day, the secondary market rate for three-month certificates of deposit reported as being in effect on such day (or, if such day shall not be a Business Day, the next preceding Business Day) by the Board of Governors through the public information telephone line of the Federal Reserve Bank of New York (which rate will, under the current practices of the Board of Governors, be published in Federal Reserve Statistical Release H.15(519) during the week following such day), or, if such rate shall not be so reported on such day or such next preceding Business Day, the average of the secondary market quotations for three-month certificates of deposit of major money center banks in New York City received at approximately 10:00 a.m. New York City time, on such day (or, if such day shall not be a Business Day, on the next preceding Business Day) by the relevant Funding Agent from three negotiable certificate of deposit dealers in New York City of recognized standing selected by it.

“**Accrual Period**” shall mean, for any Series, the period from and including a Distribution Date, or, in the case of the initial Accrual Period for such Series, the date of issuance of such Series, to but excluding the succeeding Distribution Date.

“**Accumulation Period**” shall have, with respect to any Outstanding Series, the meaning assigned to such term in the related Supplement.

“**Acquired Line of Business**” shall mean any business acquired by an Approved Originator after the Series 2000-1 Issuance Date.

“**Acquired Line of Business Receivables**” shall mean Receivables generated by an Approved Originator arising from an Acquired Line of Business.

“**Additional Originator**” shall mean any Originator added as an Approved Originator pursuant to **Section 2.09** of the Pooling Agreement after the Initial Issuance Date.

“**Adjusted Invested Amount**” shall have, with respect to any Outstanding Series, the meaning assigned to such term in the related Supplement.

“**Adjustment Payments**” shall mean the collective reference to payments of Originator Adjustment Payment, Originator Dilution Adjustment Payment or Originator Indemnification Payment, any Contributor Adjustment Payment, Contributor Dilution Adjustment Payment or Contributor Indemnification Payment, and (iii) any other payment made in accordance with **Sections 2.05 and 2.06** (or corresponding section) of the applicable Origination Agreement, **Sections 2.05(a) and (b)** of the Pooling Agreement and **Section 4.05** of the Servicing Agreement.

“**Administrative Agent**” shall mean, with respect to any Series, the Person, if any, so designated in the related Supplement.

“**Affiliate**” shall mean, with respect to any specified Person, any other Person which, directly or indirectly, is in control of, is controlled by, or is under common control with, such specified Person. For purposes of this definition “**control**” of a Person means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or otherwise, and the terms “**controlling**” and “**controlled**” have meanings correlative to the foregoing.

“**Aged Receivables Ratio**” shall mean, as of the last day of each Settlement Period, the percentage equivalent of a fraction, the numerator of which shall be the sum of (a) the aggregate unpaid balance of Receivables contributed by the Contributor to the Company (and with respect to which the Company has granted the Participation and a security interest to the Trust) that were 61 to 90 days past due and (b) the aggregate amount of Receivables that were charged off as uncollectible prior to the day that is 61 days after its original due date during such Settlement Period, and the denominator of which shall be the aggregate Principal amount of Receivables contributed by the Contributor to the Company (and with respect to which the Company has granted the Participation and a security interest to the Trust) during the third prior Settlement Period (including the Settlement Period ended on such day).

“**Aggregate Adjusted Invested Amount**” shall mean, with respect to any date of determination, the sum of the Adjusted Invested Amounts with respect to all Outstanding Series on such date of determination.

“**Aggregate Allocated Receivables Amount**” shall mean, with respect to any date of determination, the sum of the Allocated Receivables Amounts with respect to all Outstanding Series on such date of determination.

“**Aggregate Daily Collections**” shall mean, with respect to any Business Day, the aggregate amount of all Collections in immediately available funds deposited into the Company Concentration Accounts on such day by 12:30 p.m. London time and available for allocation

to different Series.

**“Aggregate Initial Daily Collections”** shall mean, with respect to any Business Day, the aggregate amount of all Collections deposited into the Collection Accounts.

**“Aggregate Invested Amount”** shall mean, at any date of determination, the sum of the Invested Amounts with respect to all Outstanding Series on such date of determination.

**“Aggregate Obligor Country Overconcentration Amount”** shall mean, on any date of determination, the aggregate Principal Amount of non-Defaulted Receivables due from Obligors in Approved Obligor Countries which, when expressed as a percentage of the Principal Amount of all Eligible Receivables in the Trust at such date of determination, exceeds the Approved Obligor Country Overconcentration Limit.

**“Aggregate Obligor Overconcentration Amount”** shall mean, on any date of determination, the Principal Amount of non-Defaulted Receivables due from an Eligible Obligor and with respect to which a Participation has been granted by the Company to the Trust at such date, that when expressed as a percentage of the Principal Amount of all Eligible Receivables in the Trust at such date of determination, exceeds the Obligor Limit set forth in **Schedule 3** to the Pooling Agreement under heading (E) **“Obligor Limit”**.

**“Aggregate Originator Country Overconcentration Amount”** shall mean, on any date of determination, the aggregate Principal Amount of non-Defaulted Receivables sold by an Approved Originator which, when expressed as a percent of the Principal Amount of all Eligible Receivables in the Trust at such date of determination, exceeds the Approved Originator Country Overconcentration Limit.

**“Aggregate Receivables Amount”** shall mean, on any date of determination, without duplication, the aggregate Principal Amount of all Eligible Receivables owned by the Company at the end of the Business Day immediately preceding such date **minus** (i) the Aggregate Obligor Overconcentration Amount; (ii) the Aggregate Obligor Country Overconcentration Amount; (iii) the Aggregate Originator Country Overconcentration Amount; (iv) an amount equal to Timely Payment Accruals and Commission Accruals; (v) an amount equal to the Volume Rebate Accrual; (vi) the Potential Offset Amount; and (vii) the Belgian Collection Adjustment Amount.

**“Aggregate Target Receivables Amount”** shall mean, on any date of determination, the sum of the Target Receivables Amounts with respect to all Outstanding Series on such date of determination.

**“Allocable Charged-Off Amount”** shall have, with respect to any Series, the meaning assigned in **Section 3.01(g)(i)(A)** of the Pooling Agreement as modified by any Supplement for such Series.

**“Allocable Recoveries Amount”** shall have, with respect to any Series, the meaning assigned in **Section 3.01(g)(i)(B)** of the Pooling Agreement as modified by any Supplement for such Series.

**“Allocated Receivables Amount”** shall have, with respect to any Outstanding Series, the meaning assigned in the related Supplement for such Outstanding Series.

**“Amortization Period”** shall have, with respect to any Outstanding Series, the meaning assigned to such term in the related Supplement for such Outstanding Series.

**“Applicable Insolvency Laws”** shall mean, with respect to any Person, any applicable bankruptcy, insolvency or other similar United States or foreign law now or hereafter in effect.

**“Applicable Notice Provisions”** shall mean the notice provisions set forth in **Section 8.11** (or corresponding section) of the applicable Origination Agreement.

**“Applicants”** shall have the meaning assigned in **Section 5.08** of the Pooling Agreement.

**“Appropriate Rating”** shall mean (i) the rating required to maintain the existing rating, whether direct or indirect, on each Outstanding Series of Investor Certificates and if no such rating exists for such Series of Investor Certificates then (ii) a rating at a level agreed upon between the Company and the Trustee acting at the direction of the Funding Agent(s).

**“Approved Acquired Line of Business”** shall mean each Acquired Line of Business approved by the Funding Agents in accordance with the proviso in the definition of Eligible Receivables, with effect on and after the date of such approval.

**“Approved Contract Jurisdiction”** shall mean (i) the jurisdictions set forth in the Receivables Specification and Exception Schedule attached to the Pooling Agreement as **Schedule 3** under heading (B) **“Approved Contract Jurisdictions”**, representing jurisdictions the law of which may govern Contracts and (ii) any additional contract jurisdiction added in accordance with **Section 2.09** of the Pooling Agreement.

**“Approved Currency”** shall mean (i) initially, United States Dollars, Pound Sterling, and Euro and (ii) any additional legal currency

added in accordance with **Section 2.09** of the Pooling Agreement.

“**Approved Obligor Country**” shall mean (i) the countries set forth in the Receivables Specification and Exception Schedule attached to the Pooling Agreement as **Schedule 3** under heading (A) “**Approved Obligor Countries**” and (ii) any Obligor Country which may be added pursuant to and in accordance with the provisions of **Section 2.09(c)** of the Pooling Agreement.

“**Approved Obligor Country Overconcentration Limit**” shall mean, with respect to each Approved Obligor Country the percentage, as set forth in the Receivables Specification and Exception Schedule attached to the Pooling Agreement as **Schedule 3** under the heading (D) “**Approved Obligor Country Limit**”, (i) which appears next to the applicable ratings category of the foreign currency rating for such Approved Obligor Country; **provided** that if the foreign currency, long-term debt ratings given by S&P and Moody’s to any Obligor Country would result in different applicable percentages under **Schedule 3** to the Pooling Agreement, the applicable percentage shall be the percentage associated with the lower foreign currency, long-term debt rating, as between S&P’s rating and Moody’s rating, of such Obligor Country or (ii) which is otherwise set forth next to the name of a specified Approved Obligor Country, in each case, such percentage representing with respect to each such country the maximum aggregate percentage of Receivables that may constitute the Trust pool where the related Obligors are residents in such country.

“**Approved Originator**” shall mean (i) (A) with respect to the U.S. Originators, Tioxide Americas Inc., Huntsman Propylene Oxide Ltd., Huntsman International Fuels L.P., Huntsman Ethyleneamines Ltd., Huntsman International LLC, Huntsman Advanced Materials Americas Inc. and Huntsman Petrochemical Corporation; and (B) with respect to the European Originators, Huntsman Holland B.V., Tioxide Europe Limited, Huntsman Advanced Materials (Europe) BVBA, Huntsman Surface Sciences UK Ltd., Tioxide Europe S.r.l., Huntsman Surface Sciences Italia S.r.l., Huntsman Patrica

S.r.l., Tioxide Europe S.L., Huntsman Performance Products Spain, S.L., Tioxide Europe S.A.S. and Huntsman Surface Sciences (France) S.A.S.; and (ii) any entity that may be approved as an Additional Originator pursuant to, and in accordance with, the provisions of **Section 2.09** of the Pooling Agreement.

“**Approved Originator Country Overconcentration Limit**” shall mean, with respect to each country in which an Approved Originator is located, the percentage, as set forth in the Receivables Specification and Exception Schedule attached to the Pooling Agreement as **Schedule 3** under heading (F) “**Approved Originator Country Overconcentration Limit**”, which appears next to the name of such country, such percentage representing with respect to each such country the maximum aggregate percentage of Receivables that may constitute the Trust pool where the related Approved Originators are residents in such country.

“**Approved Originator Joinder Agreement**” shall mean the agreement in the form of **Schedule 3** (or corresponding schedule) attached to the applicable Origination Agreement.

“**Authorized Newspaper**” shall mean collectively, the Wall Street Journal, the International Wall Street Journal, the Financial Times (European Edition) of London, England, and solely with respect to Certificates listed on the Luxembourg Stock Exchange, d’Wort of Luxembourg. If any of such newspapers shall cease to be published, the Master Servicer, the Company (or the Master Servicer on behalf of the Company) or the Trustee shall substitute for it another newspaper in Luxembourg (with respect to d’Wort of Luxembourg) and in Europe (with respect to the International Wall Street Journal and the Financial Times (European Edition) of London, England) and in the United States (with respect to the Wall Street Journal), customarily published at least once a day for at least five (5) days in each calendar week, of general circulation.

“**Bankruptcy Code**” shall mean the United States Federal Bankruptcy Code, 11 U.S.C. §§ 101 1330, as amended.

“**Belgian Collection Adjustment Amount**” shall mean on any date of determination, the amount (if any) equal to the product of the Principal Amount of non-Defaulted Receivables sold by the Belgian Originator **multiplied by** the Belgian Collection Adjustment Percentage; **provided** that no Belgian Collection Adjustment Amount shall apply on and after the date upon which for three (3) consecutive Settlement Periods the amount of Belgian Collections received during each Settlement Period in the Belgian Collection Account exceeds 95% of the amount of Belgian Collections received during the such Settlement Period.

“**Belgian Collection Adjustment Percentage**” shall mean (1) on any date of determination occurring during the nine months immediately after the Series 2000-1 Issuance Date on which the Servicer Guarantor’s corporate credit rating by S&P is less than “B” and the corporate family rating by Moody’s is less than “B2” and (2) on any date of determination occurring nine months after the Series 2000-1 Issuance Date, the amount expressed as a percentage equal to (a) (i) 0.95 **multiplied by** the amount of Belgian Collections received during the Settlement Period most recently ended **minus** (ii) the amount of Belgian Collections received during the Settlement Period most recently ended in the Belgian Collection Account **divided by** (b) the amount of Belgian Collections received during the relevant Settlement Period; **provided** that if the amount calculated is a negative value, the Belgian Collection Adjustment Percentage shall be an amount equal to zero; **provided, further**, that

after any date on which the Belgian Collection Adjustment Percentage has been zero, it shall remain zero.

“**Belgian Collections**” shall mean Collections received with respect to Receivables originated by the Belgian Originator(s).

**“Belgian Collection Accounts”** shall mean the Collection Accounts into which Belgian Collections are to be paid or deposited.

**“Belgian Originator”** shall mean any of (i) Huntsman Advanced Materials (Europe) BVBA and (ii) after the Initial Issuance Date, any Approved Originator incorporated in Belgium.

**“Belgian Receivables”** shall mean the Receivables originated by a Belgian Originator and sold to Huntsman International, then contributed, transferred, assigned and conveyed to the Company and with respect to which a Participation and security interest were granted by the Company to the Trust.

**“Belgian Receivables Purchase Agreement”** means the Belgian Receivables Purchase Agreement dated November 13, 2008, between the Belgian Originators and the Contributor as amended, supplemented or otherwise modified from time to time in accordance with the Transaction Documents.

**“Board”** means, with respect to any entity, such entity’s board of directors (in the case of a corporation), board of managers (in the case of a limited liability company) or equivalent governing body in other cases.

**“Board of Governors”** shall mean the Board of Governors of the Federal Reserve System of the United States of America.

**“Book-Entry Certificates”** shall mean Certificates evidencing a beneficial interest in the Investor Certificates, ownership and transfers of which shall be made through book entries by a Clearing Agency as described in **Section 5.12** of the Pooling Agreement; provided, however, that after the occurrence of a condition whereupon book-entry registration and transfer are no longer permitted and Definitive Certificates are issued to the Certificate Book-Entry Holders, such Investor Certificates shall no longer be “Book-Entry Certificates.”

**“Business Day”** shall mean any day other than (i) a Saturday or a Sunday and (ii) any other day on which commercial banking institutions or trust companies in (A) the State of New York, (B) London, England, or (C) the city where the Corporate Trust Office of the Trustee is located, which on the Effective Date shall be Dublin, Ireland and which, in each case, are authorized or obligated by law, executive order or governmental decree to be closed; **provided** that, when used in connection with the calculation of Certificate Rates which are determined by reference to the One-Month LIBOR, **“Business Day”** means any business day banks are open for dealings in dollar deposits in the London interbank market; and **further provided** that when used in connection with the calculation of Certificate Rates which are determined by reference to the One-Month EURIBOR, **“Business Day”** means any business day on which commercial banks are open for business in London, Amsterdam and Luxembourg and on which the Trans-European Automated Real Time Gross Settlement Express Transfer (**“TARGET”**) payment system is operating.

**“Business Day Received”** shall mean, except as otherwise set forth in the applicable Supplement, with respect to funds deposited in a Collection Account, such day of deposit.

**“Capital Stock”** means (i) with respect to any Person that is a corporation, any and all shares, interests, participations or other equivalents (however designated and whether or not voting) of corporate stock, including each class of common stock and preferred stock of such Person and (ii) with respect to any Person that is not a corporation, any and all partnership, membership or other equity interests of such Person.

**“Certificate”** shall mean any certificate issued pursuant to the Pooling Agreement or any Supplement.

**“Certificate Book-Entry Holder”** shall mean, with respect to a Book-Entry Certificate, the Person who is listed on the books of the Clearing Agency, or on the books of a Person maintaining an account with such Clearing Agency, as the beneficial owner of such Book-Entry Certificate (directly or as an indirect participant, in accordance with the rules of such Clearing Agency).

**“Certificate of Formation”** shall mean the certificate of formation with respect to the Company filed with the Secretary of State of Delaware pursuant to Section 18-201 of the Delaware Limited Liability Company Act, and any and all amendments thereto and restatements thereof.

**“Certificate Rate”** shall mean, with respect to any Series and Class of Investor Certificates, the percentage interest rate (or formula on the basis of which such interest rate shall be determined) stated in the applicable Supplement.

**“Certificate Register”** shall mean the register maintained pursuant to **Section 5.03(a)** of the Pooling Agreement providing for the registration of the Investor Certificates and transfers and exchanges thereof.

**“Change of Control”** shall mean:

- (a) any “person” or “group” (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act) (**“Person”** or **“Group”**), other than Mr. Jon M. Huntsman, his spouse, direct descendants, an entity controlled by any of the foregoing and/or by a trust of the type described hereafter, and/or a trust for the benefit of any of the foregoing (the **“Huntsman Group”**) or GOP, 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) (**“Beneficial Owner”**), directly or indirectly, of 35% or more of the then outstanding voting capital stock of Huntsman International other than in a transaction having the approval of the Board of the Parent Company, or, if there is no Parent Company, of the Board of Huntsman International; **provided**, that in each case, at least a majority of the members of such approving Board are Continuing Directors of such entity; or

- (b) Continuing Directors cease to constitute at least a majority of the members of the Board of Huntsman International or the Board of any Parent Company; or
- (c) (1) any Person or Group, other than the Huntsman Group or GOP, is or becomes the Beneficial Owner, directly or indirectly, of 35% or more of the then outstanding voting capital

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stock of Huntsman International and (2) the long-term corporate credit rating of Huntsman International has been reduced to “B-” or below by S&P or “B3” or below by Moody’s as a result thereof; or

- (d) the acquisition, directly or indirectly, of 35% or more of the then outstanding voting capital stock of the Parent Company by Hexion Specialty Chemicals Inc. or any of its Affiliates.

“**Charged-Off Receivables**” shall mean, with respect to any Settlement Period, all Receivables which, in accordance with the Policies have or should have been written off during such Settlement Period as uncollectible, including the Receivables of any Obligor which becomes the subject of any voluntary or involuntary bankruptcy proceeding.

“**Class**” shall mean, with respect to any Series, any one of the classes of Investor Certificates of that Series as specified in the related Supplement.

“**Clean Up Call Repurchase Price**” shall have the meaning assigned in **Section 9.02(a)** of the Pooling Agreement.

“**Clearing Agency**” shall mean each organization registered as a “clearing agency” pursuant to Section 17A of the Exchange Act.

“**Clearing Agency Participant**” shall mean a broker, dealer, bank, other financial institution or other Person for whom from time to time a Clearing Agency effects transfers and pledges of securities deposited with such Clearing Agency.

“**Code**” shall mean the United States Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder from time to time.

“**Collection Account Agreements**” shall mean (i) on the Effective Date, each of the Collection Account Agreements, dated as of December 21, 2000 (or thereabout, between the Company and the Collection Account Bank, and (ii) after the Effective Date, any other collection account agreement entered into by the Company and an Eligible Institution, in each case in the form reasonably satisfactory to each Funding Agent.

“**Collection Account Bank**” shall mean any bank holding a Collection Account or a Master Collection Account which will be an Eligible Institution appointed by the Company.

“**Collection Accounts**” shall mean the accounts established and maintained by the Company in accordance with the Collection Account Agreements and into which Collections shall be deposited.

“**Collections**” shall mean all collections and all amounts received in respect of the Receivables in which a Participation has been granted to the Trust and in which a security interest was granted in favor of the Trustee for the benefit of the Certificateholders, including Recoveries, Adjustment Payments, indemnification payments made by the Master Servicer, and payments received in respect of Dilution Adjustments, together with all collections received in respect of the Related Property in the form of cash, checks, wire transfers or any other form of cash payment, and all proceeds of Receivables and collections thereof (including collections evidenced by an account, note, instrument, letter of credit, security, contract, security agreement, chattel paper, general intangible or other evidence of indebtedness or security), whatever is received upon the sale, exchange, collection or

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other disposition of, or any indemnity, warranty or guaranty payable in respect of, the foregoing and all “**proceeds**” of the Receivables as defined in **Section 9-102(a)(64)** of the applicable UCC.

“**Commission**” shall mean a payment made to a third party vendor or distributor who on-sells products to Obligors.

“**Commission Accruals**” shall mean, with respect to any date of determination, for the purposes of determining the Aggregate Receivables Amount, the aggregate amount of outstanding Commission balances as of the Business Day immediately preceding the date of such determination.

“**Company**” shall mean Huntsman Receivables Finance LLC, a limited liability company organized under the laws of the State of Delaware.

“**Company Concentration Accounts**” shall mean the accounts which are established by the Trustee pursuant to **Section 3.01(a)(i)** of the Pooling Agreement and set forth in Schedule 1 to the Pooling Agreement.

“**Company Exchange**” shall have the meaning assigned in **Section 5.11(a)** of the Pooling Agreement.

“**Company Obligations**” shall mean all obligations owed by the Company for commissions, fees, expenses, indemnifications, and all other obligations and liabilities of every nature of the Company, from time to time owed to the Trustee, each Funding Agent and the Investor Certificateholders, whether direct or indirect, absolute or contingent, due or to become due, or now existing or thereafter incurred, whether on account of commissions, amounts owed and payable, incurred fees, indemnities, out of pocket costs or expenses (including all reasonable fees and disbursements of counsel) or otherwise which arise under any Transaction Document.

“**Company Receipts Accounts**” shall mean the accounts established and maintained by the Company pursuant to **Section 3.01(c)** of the Pooling Agreement and set forth in **Schedule 1** to the Pooling Agreement, which are in existence from time to time and into which amounts due to the Company under the Pooling Agreement and any Supplement are deposited from time to time.

“**Company Subordinated Obligations**” shall mean any Company Obligation or other liability designated as such in any Pooling and Servicing Agreement, each of which payment obligations and other liabilities shall (i) be subordinated and subject to the prior payment in full of all Company Unsubordinated Obligations then due, (ii) be made solely from funds available to the Company that are not required to be applied to Company Unsubordinated Obligations then due and (iii) not constitute a general recourse claim against the Company, but only a claim against the Company to the extent of funds available to the Company after satisfying all Company Unsubordinated Obligations then due.

“**Company Unsubordinated Obligations**” shall mean all Company Obligations and other liabilities of the Company under any Pooling and Servicing Agreement that are not designated as Company Subordinated Obligations.

“**Confidential Information**” shall have the meaning assigned to such term in **Section 8.16** of the Contribution Agreement.

“**Continuing Directors**” shall mean, as of any date and with respect to any entity, the collective reference to:

- (a) all members of the Board of such entity who have held office continuously since the date of this Agreement, and
- (b) all members of the Board of such entity who assumed office after the date of this Agreement and whose appointment or nomination for election by the holders of voting capital stock of such entity was approved by a vote of at least 50% of the Continuing Directors in office immediately prior to such appointment or nomination or by the Huntsman Group.

“**Contract**” shall mean an agreement between an Originator and an Obligor (including but not limited to, a written contract, an invoice, a purchase order or an open account) pursuant to or under which such Obligor shall be obligated to make payments in respect of any Receivable or any Related Property to such Originator from time to time.

“**Contractual Obligation**” shall mean, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

“**Contribution Agreement**” shall mean the Amended and Restated Contribution Agreement dated as of April 18, 2006, between Huntsman International, as contributor, and the Company, as amended, supplemented or otherwise modified from time to time in accordance with the Transaction Documents.

“**Contribution Date**” shall have the meaning set forth in **Section 2.01(a)(i)** of the Contribution Agreement.

“**Contribution Value**” shall have the meaning set forth in **Section 2.02** of the Contribution Agreement.

“**Contributor**” shall mean Huntsman International.

“**Contributor Adjustment Payment**” shall have the meaning assigned to such term in **Section 2.06(a)** of the Contribution Agreement.

“**Contributor Dilution Adjustment Payment**” shall have the meaning assigned to such term in **Section 2.05** of the Contribution Agreement.

“**Contributor Indemnification Payment**” shall have the meaning assigned to such term in **Section 2.06(b)** of the Contribution Agreement.

“**Corporate Trust Office**” shall mean the principal office of the Trustee at which at any particular time its corporate trust business shall be administered, which office at the Effective Date through the Transferred Business Effective Date was located at JPMorgan House, International Financial Services Centre, Dublin 1, Ireland and on and after the Transferred Business Effective Date is located at 70 Sir John Rogerson’s Quay, Dublin 2, Ireland.

“**Credit Enhancement**” shall have the meaning ascribed to such term in the Asset Purchase Agreement for the respective Series.

“**Credit Enhancer**” shall mean, with respect to any Series, that Person, if any, designated as such in the applicable Supplement.

“**CT Corporation**” shall mean CT Corporation Inc.

“**Daily Report**” shall mean a report prepared by the Master Servicer pursuant to **Section 4.01** of the Servicing Agreement on each Business Day, substantially in the form of **Exhibit B** attached to the Pooling Agreement.

“**Days Sales Outstanding**” shall mean, as of any Settlement Report Date and continuing until (but not including) the next Settlement Report Date, the number of days equal to the product of (i) 91 and (ii) the amount obtained by dividing (A) the aggregate Principal Amount of Receivables as of the last day of the Settlement Period immediately preceding such earlier Settlement Report Date, by (B) the aggregate Principal Amount of Receivables contributed by the Contributor to the Company (and with respect to which thereafter the Company has granted the Participation to the Trust and a security interest in favor of the Trustee for the benefit of the Certificateholders) for the three Settlement Periods immediately preceding such earlier Settlement Report Date.

“**Defaulted Receivable**” shall mean any Eligible Receivable (a) which is unpaid in whole or in part (other than as a result of a Dilution Adjustment) for more than sixty (60) days after its original due date or (b) which is a Charged-Off Receivable prior to sixty (60) days after the original due date.

“**Definitive Certificates**” shall have the meaning assigned in **Section 5.12** of the Pooling Agreement.

“**Delinquency Ratio**” shall mean, as of the last day of each Settlement Period, the percentage equivalent of a fraction, the numerator of which shall be the aggregate unpaid balance of Receivables contributed by the Contributor to the Company (and with respect to which the Company has granted a Participation and a security interest to the Trust) that were thirty one (31) to sixty (60) days past due during such Settlement Period, and the denominator of which shall be the aggregate Principal Amount of Receivables contributed by the Contributor to the Company (and, in each case, the Company has granted a Participation and a security interest to the Trust) during the second prior Settlement Period (including the Settlement Period ended on such day).

“**Depository**” shall mean, with respect to any Series, the Clearing Agency designated as the “**Depository**” in the related Supplement.

“**Depository Agreement**” shall mean, with respect to any Series, an agreement among the Company, the Trustee and a Clearing Agency, in a form reasonably satisfactory to the Trustee, and the Company.

“**Depository Participant**” shall mean a broker, dealer, bank, other financial institution or other Person for whom from time to time the Depository effects book entry transfers and pledges of securities deposited with the Depository.

“**Designated Line of Business**” shall mean any line of business which the Master Servicer can identify by means of product, ledger, code or other means of identification so that Receivables

originated with respect to such Designated Line of Business are identifiable and distinguished from all other Receivables of the relevant Originator or Originators.

“**Dilution Adjustment**” shall mean any payment adjustments (including payment adjustments arising as a result of any reconciliation) of any Eligible Receivables, and the amount of any other reduction of any payment under any Receivable, in each case granted or made by an Originator to the related Obligor; **provided, however**, that a “**Dilution Adjustment**” shall not include (1) any Collection on a Receivable or Charged-Off Receivable or (2) any Timely Payment Discount, Commission or any Volume Rebate for which a reserve is maintained to account for any potential offset; **provided, further**, that for purposes of determining the Dilution Ratio, with respect to Dilution Adjustments relating to invoices where the entire invoice balance has been cancelled or credited (each referred to as “credited”) and a rebilled invoice subsequently issued for the same item (together called “credit and re-bills”), the Dilution Adjustment shall include: (i) the net difference (only if a positive value) between the original invoice amount and the subsequent rebilled amount so long as the rebilled invoice is issued within 5 Business Days of the original invoice being credited, which was credited in its entirety or (ii) the entire amount of the cancelled or credited invoice should the subsequent rebilled invoice be issued after 5 Business Days of the original invoice being credited in its entirety. For credit and re-bills in which the credit and re-bill occur in separate Settlement Periods, the amount of the Dilution Adjustment, as calculated above will be listed as occurring in the Settlement Period of the original invoice date.

“**Dilution Horizon**” shall mean in relation to any Receivable the number of days from the date on which such Receivable was created to the date on which a Dilution Adjustment with respect to such Receivable is issued by the Originator. Dilution Horizon relating to invoices where the entire invoice balance has been cancelled or credited and a rebilled invoice subsequently issued for the same item (together called “credit and re-bills”) shall mean the number of days from the date on which the invoice reflecting such Receivable was first created to the date of the re-billed invoice.

“**Dilution Horizon Factor**” shall mean a fraction, the numerator of which is the aggregate weighted average Dilution Horizon of the Originators (based upon the Dilution Adjustment of the selected Receivables) for such period. “**Dilution Horizon Factor**” shall be calculated by the Master Servicer each June and December by selecting a random sample of 50 Dilution Adjustments per each Originator over the preceding three months, with the exception of Huntsman Petrochemical Corporation and Huntsman Holland B.V. in which case the random sample shall include 100 Dilution Adjustments created during such period. The Master Servicer will prepare a table by originator for the Funding Agents which will include for each Dilution Adjustment the original invoice date, invoice amount, Obligor, amount of the credit or net from credit and re-bill, if applicable (see Dilution Adjustment), and a description of each Dilution Adjustment. A weighted average Dilution Horizon per Originator in days will be computed therefrom based on the amount of Dilution Adjustment per

item and the Dilution Horizon per item. A weighted average for the program will be computed therefrom by weighting the weighted average Dilution Horizon per Originator by the average amount of Dilution Adjustments by originator over the preceding three months. The denominator for “**Dilution Horizon Factor**” shall be 30; *it being understood*, that if the required sample size of Dilution Adjustments is not available, the Master Servicer will compute the preceding calculations on such other amount available; *it being further understood*, that the random sample shall not include any adjustments resulting from any Timely Payment Discount, Commission or any Volume Rebate for which a reserve is maintained to account for any potential offset.

“**Dilution Period**” shall mean, as of any Settlement Report Date and continuing until (but not including) the next Settlement Report Date, the quotient of (i) the product of (A) the aggregate Principal Amount of the Receivables that were contributed by the Contributor to the Company (and in which thereafter a Participation and security interest were granted by the Company to the Trust), as applicable during the Settlement Period immediately preceding such earlier Settlement Report Date and (B) the Dilution Horizon Factor as of such Settlement Report Date and (ii) the Aggregate Receivables Amount as of the last day of the Settlement Period immediately preceding such earlier Settlement Report Date.

“**Dilution Ratio**” shall mean, as of the last day of each Settlement Period, an amount (expressed as a percentage) equal to the aggregate amount of Dilution Adjustments made during such Settlement Period **divided by** the aggregate Principal Amount of Receivables that were contributed by the Contributor to the Company (and thereafter a Participation and security interest were granted by the Company to the Trust) during the immediately preceding Settlement Period (including the Settlement Period ended on such day).

“**Discounted Percentage**” shall mean (i) with respect to the calculation of the Contribution Value attributed to the Receivables and the other Receivable Assets related thereto to be contributed by the Contributor to the Company, a percentage agreed upon by the Contributor, and consented to by each Funding Agent (such consent not to be unreasonably withheld) from time to time that reflects, among other factors, the historical rate at which Receivables are charged off in accordance with the Policies and (ii) with respect to the calculation of the related Contribution Value or Originator Purchase Price, a percentage agreed upon by the related Originator and the Contributor and consented to by each Funding Agent (such consent not to be unreasonably withheld) from time to time that reflects, among other factors, the historical rate at which Receivables are charged off in accordance with the Policies of the related Originator.

“**Distribution Date**” shall mean, (i) except as otherwise set forth in the applicable Supplement and in **clause (ii)** hereof, the 15th day of the month, or if such 15th day is not a Business Day, the next succeeding Business Day.

“**Dollars**”, “**United States Dollars**”, “**U.S. Dollars**” and “**\$**” shall mean the legal currency of the United States of America.

“**Dutch Originator**” shall mean any of (i) Huntsman Holland B.V. and (ii) after the Initial Issuance Date, any Approved Originator incorporated in the Netherlands.

“**Dutch Receivables**” shall mean the Receivables originated by a Dutch Originator and sold to Huntsman International, then contributed, transferred, assigned and conveyed to the Company and with respect to which a Participation and security interest were granted by the Company to the Trust.

“**Dutch Receivables Purchase Agreement**” means the Dutch Receivables Purchase Agreement, between the Dutch Originators and the Contributor as amended, supplemented or otherwise modified from time to time in accordance with the Transaction Documents, and attached as Attachment 1 to the Omnibus Receivables Purchase Agreement.

“**Early Amortization Event**” shall have, with respect to any Series, the meaning assigned in **Section 7.01** of the Pooling Agreement (without taking into account any Supplements) and in any Supplement for such Series.

“**Early Amortization Period**” shall have, with respect to any Series, the definition assigned to such term in **Section 7.01** of the Pooling Agreement (without taking into account any Supplements) and in any Supplement for such Series.

“**Early Originator Termination**” shall have the meaning assigned in **Section 7.01** (or other corresponding section) of the applicable Origination Agreement.

“**Early Program Termination**” shall have the meaning assigned in **Section 7.02** (or other corresponding section) of the applicable Origination Agreement.

“**ECI Holder**” shall mean any holder of an Exchangeable Company Interest, but only to the extent of such Exchangeable Company Interest.

“**Effective Date**” shall mean December 21, 2000.

“**Eligible Institution**” shall mean (a) with respect to accounts in the United States a depository institution or trust company (which may include the Trustee and its Affiliates) organized under the laws of the United States of America or any one of the States thereof or the District of Columbia; **provided, however**, that at all times (i) such depository institution or trust company is a member of the Federal Deposit Insurance Corporation, (ii) the unsecured and uncollateralized debt obligations of such depository institution or trust company are



rated in one of the two highest long-term or short-term rating categories by each Rating Agency and (iii) such depository institution or trust company has a combined capital and surplus of at least \$100,000,000 and (b) with respect to accounts outside the United States an entity authorized to accept deposits in the relevant jurisdiction which has unsecured and uncollateralized debt obligations rated in one of the two highest long-term or short-term rating categories by each Rating Agency.

**“Eligible Investments”** shall mean any book entry securities, negotiable instruments or securities represented by instruments in bearer or registered form which evidence:

- (a) direct obligations of, or obligations fully guaranteed as to timely payment by, the United States of America or any OECD Country;
- (b) federal funds, demand deposits, time deposits or certificates of deposit of any depository institution or trust company incorporated under the laws of the United States of America, any state thereof (or any domestic branch of a foreign bank) or any OECD Country and subject to supervision and examination by federal, state or foreign banking or depository institution authorities; **provided, however**, that at the time of the investment or contractual commitment to invest therein the commercial paper or other short term unsecured debt obligations (other than such obligations the rating of which is based on the credit of a Person other than such depository institution or trust company) thereof shall have a credit rating from each of the Rating Agencies rating such investment in the highest investment category granted thereby;

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- (c) commercial paper rated, at the time of the investment or contractual commitment to invest therein, in the highest rating category by each Rating Agency rating such commercial paper;
- (d) investments in money market funds (including funds for which the Trustee or any of its Affiliates is investment manager or adviser) rated in the highest rating category by each Rating Agency rating such money market fund (**provided** that, if such Rating Agency is S&P, such rating shall be “AAA”);
- (e) bankers acceptances issued by any depository institution or trust company referred to in **clause (b)** above; or
- (f) repurchase obligations with respect to any security that is a direct obligation of, or fully guaranteed by, the United States of America, any OECD Country or any agency or instrumentality thereof the obligations of which are backed by the full faith and credit of the United States of America or such OECD Country, in either case entered into with a depository institution or trust company (acting as principal) described in **clause (b)** above;

**provided** that **“Eligible Investments”** shall exclude any obligations which are:

- (i) issued by the United Kingdom government or by any governmental entity or body (whether local or national) of the United Kingdom;
- (ii) issued by a company resident in the United Kingdom (or by any other body of persons having its main seat of business in the United Kingdom);
- (iii) issued by a company (or other body of persons) through a branch situated in the United Kingdom or for the purposes of a business carried on in the United Kingdom;
- (iv) secured on assets situated in the United Kingdom;
- (v) represented by instruments in bearer form which instruments are at any time physically situated in the United Kingdom; or
- (vi) represented by instruments in registered form which are registered in a register kept in the United Kingdom.

**“Eligible Obligor”** shall mean, as of any date of determination, each Obligor in respect of a Receivable that satisfies the following eligibility criteria:

- (a) it is located in an Approved Obligor Country;
- (b) it is not Huntsman International or an Affiliate thereof; and
- (c) it is not the subject of any voluntary or involuntary bankruptcy proceeding.

**“Eligible Receivable”** shall mean, as of any date of determination, each Receivable owing by an Eligible Obligor that as of such date satisfies the following eligibility criteria:

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- (a) it is not a Defaulted Receivable;

- (b) the goods related to it shall have been shipped and the services related to it shall have been performed and such Receivable shall have been billed to the related Obligor;
- (c) it arose in the ordinary course of business from the sale of goods, products and/or services by the related Originator and in accordance with the Policies of such Originator and, at such date of determination, the related Origination Agreement has not been terminated as to such Originator;
- (d) it does not contravene any applicable law, rule or regulation and the related Originator is not in violation of any law, rule or regulation in connection with it, in each case which in any way would render such Receivable unenforceable or would otherwise impair in any material respect the collectibility of such Receivable;
- (e) it is not a Receivable for which an Originator has established a specific offsetting reserve; **provided** that a Receivable subject only in part to the foregoing shall be an Eligible Receivable to the extent not so subject;
- (f) it is not a Receivable with original payment terms in excess of 120 days from the first day of the month following the month in which an invoice was created ("**Net Terms**"); **provided** that a receivable may have Net Terms greater than 120 days if each Funding Agent has consented thereto;
- (g) the related Originator or Obligor is not in default in any material respect under the terms of the Contract, if any, from which such Receivable arose;
- (h) (i) all right, title and interest in such Receivable has been legally and validly, directly or indirectly, sold to the Contributor by the related Originator and contributed by Huntsman International to the Company pursuant to the related Origination Agreement, or (ii) all right, title and interest in such Receivable has been legally and validly, directly or indirectly, transferred, assigned or sold to the Company by the related Originator pursuant to the related Origination Agreement;
- (i) (i) the Company will either have legal and beneficial ownership therein or a continuing first priority perfected security interest therein free and clear of all Liens other than Permitted Liens and (ii) such Receivable has been the subject of a grant of a Participation and security interest by the Company to the Trust and the subject of the grant of a continuing first priority perfected security interest therein from the Company to the Trust free and clear of all Liens other than such Permitted Liens;
- (j) the Contract related to such Receivables (i) expressly prohibits any offset, counterclaim, or defense with respect to such Receivables or (ii) does not contain such prohibition but (x) the Obligor with respect to such Receivables is not a supplier of goods or services purchased by the Originator of such Receivables or (y) the Aggregate Receivables Amount has been reduced by the Potential Offset Amount; **provided** that the aggregate Principal Amount of all such Receivables described in **clause (ii)** above does not exceed 10% of the Aggregate Receivables Amount;

- (k) it is at all times the legal, valid and binding obligation of the Obligor thereon, enforceable against such Obligor in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or law);
- (l) as of the date of contribution or sale, as the case may be, of such Receivable, neither of the Company nor any Originator has (i) taken any action in contravention of the terms of any Transaction Document that would impair the rights of the Trustee or the Investor Certificateholders therein or (ii) failed to take any action required to be taken by the terms of any Transaction Document that was necessary to avoid impairing the rights therein of the Trustee or Investor Certificateholders with respect to such Receivables;
- (m) as of the date of purchase of such Receivable, each of the representations and warranties made in the applicable Origination Agreement by the related Originator with respect to such Receivable is true and correct in all material respects;
- (n) at the time any such Receivable was contributed by the Contributor to the Company under the Contribution Agreement, no Insolvency Event had occurred with respect to the Contributor or the Company;
- (o) the governing law of the related Contract is the law of an Approved Contract Jurisdiction;
- (p) it is not subject to any withholding taxes of any applicable jurisdiction or political subdivision and is assignable free and clear of any sales or other tax, impost or levy, unless an appropriate reserve, as determined by each Funding Agent, is made for such tax liability;
- (q) the Obligor of which is not a Government Obligor or an individual;
- (r) either (i) the Contract related to such Receivable does not expressly prohibit, or require consent to be obtained from the related Obligor in connection with, a sale, transfer, assignment or conveyance of such Receivable, (ii) if such consent is required, the related Obligor has consented in writing in accordance with the terms of the Contract and applicable laws or

(iii) the Contract related to such Receivable is governed by the laws of a State of the United States, the assignment thereof is subject to **Sections 9-406 and 9-407** of the UCC (or similar applicable provision) of such State which permits the effective assignment of such Receivable and the related rights under such Contract against the Obligor of such Receivable notwithstanding the failure of the assignor to obtain the consent of the Obligor in connection with such assignment;

- (s) it is denominated and payable only in an Approved Currency;
- (t) the Obligor of which has not defaulted on any payment obligation to an Originator at any time during the three year period preceding the contribution or sale of such

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Receivable to the Company, other than any payments which the Obligor has disputed in good faith;

- (u) either the Trust is excluded from the definition of “**investment company**” pursuant to Rule 3a-7 under the 1940 Act, or such Receivable is an account receivable representing all or part of the sales price of merchandise, insurance or services within the meaning of Section 3(c)(5) of the 1940 Act;
- (v) all required consents, approvals, authorizations or notifications necessary for the creation and enforceability of such Receivable and the effective contribution by the Contributor to the Company and grant of a Participation and grant of a security interest by the Company to the Trust shall have been obtained or made with respect to such Receivable;
- (w) constitutes an account (and not an “**instrument**” or “**chattel paper**” unless such “**instrument**” or “**chattel paper**” has been stamped in the manner set forth in **Section 2.01(b)** of the Pooling Agreement) within the meaning of **Section 9-102** of the UCC that governs the perfection of the interest granted therein);
- (x) no Originator Termination Event has occurred with respect to the Originator of such Receivable;
- (y) the Company has the benefit of any existing marine insurance policy naming Huntsman Corporation as named insured to the extent the benefits of such policy extend to the Company;
- (z) if the Servicer Guarantor’s corporate credit rating by S&P is less than “B” or the corporate family rating by Moody’s is less than “B2” and the Originator of such Receivables is located in Spain, the Obligor of such Receivables has been instructed to make payments with respect to such Receivable to a Collection Account in the name of the Company;
- (aa) if it is transferred under the French Receivables Purchase Agreement, it is governed by French law and the Obligor of such Receivable is a French Obligor or an Obligor located in the Netherlands or Belgium;
- (bb) the Obligor has been instructed to make payments in respect of such Receivable to the relevant Collection Account and such instructions have not been modified or revoked; and
- (cc) if it is transferred under the Belgian Receivables Purchase Agreement, the Obligor of such Receivable has been notified of the transfer of such Receivable by the relevant Belgian Originator to the Contributor under the Belgian Receivables Purchase Agreement, by the Contributor to the Company under the Contribution Agreement and by the Company to the Trust under the Pooling Agreement;

**provided** that (A) Acquired Line of Business Receivables originated by an Eligible Obligor shall constitute Eligible Receivables only to the extent that the requirements of **Section 2.09(e)**

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of the Pooling Agreement have been satisfied and all other criteria with respect to Eligible Receivables set forth in the definition thereof are satisfied with respect to any such Acquired Line of Business Receivable and (B) Receivables originated with respect to Excluded Designated Lines of Business shall constitute Eligible Receivables only to the extent provided in **Section 2.10(c)** of the Pooling Agreement and so long as all criteria with respect to Eligible Receivables set forth in the definition thereof are satisfied with respect to any such Receivable originated with respect to an Excluded Designated Line of Business.

“**Enhancement**” shall mean, with respect to any Series, (i) the funds on deposit in or credited to any bank account (or subaccount thereof) of the Trust, (ii) any surety arrangement, any letter of credit, guaranteed rate agreement, maturity guaranty facility, tax protection agreement, interest rate swap, currency swap or other contract, agreement or arrangement, in each case for the benefit of any Investor Certificateholders of such Series, as designated in the applicable Supplement and (iii) the subordination of one Class of Investor Certificates in a Series to another Class in such Series or the subordination of any Interest to the Investor Certificates of such Series.

“**ERISA**” shall mean the United States Employee Retirement Income Security Act of 1974, as amended.

“**ERISA Affiliate**” shall mean, with respect to any Person, any trade or business (whether or not incorporated) that is a member of a group of which such Person is a member and which is treated as a single employer under Section 414 of the Code.

“**Euro**” shall mean the legal currency of the member states of the European Union that adopt the single currency in accordance with the European Community Treaty.

“**Euroclear**” shall mean Euroclear Bank S.A./N.V., as operator of the Euroclear System.

“**Eurocurrency Rate**” shall have the meaning given such term in the Series Supplement with respect to any applicable Series.

“**European Originators**” shall mean (i) the Dutch Originators, the Belgian Originators, the UK Originators, the Italian Originators, the Spanish Originators and the French Originators and (ii) after the Initial Issuance Date, any Approved Originator which is located in Europe.

“**European Receivables Purchase Agreements**” shall mean, collectively, the Dutch Receivables Purchase Agreement, the Belgian Receivables Purchase Agreement, the UK Receivables Purchase Agreement, the Italian Receivables Purchase Agreement, the Spanish Receivables Purchase Agreement and the French Receivables Purchase Agreement.

“**Exchange Act**” shall mean the United States Securities Exchange Act of 1934, as amended.

“**Exchange Date**” shall have the meaning, with respect to any Series issued pursuant to a Company Exchange, assigned in **Section 5.11(a)** of the Pooling Agreement.

“**Exchange Notice**” shall have the meaning, with respect to any Series issued pursuant to a Company Exchange, assigned in **Section 5.11(a)** of the Pooling Agreement.

“**Exchange Register**” shall have the meaning assigned in **Section 5.11(a)** of the Pooling Agreement.

“**Exchangeable Company Interests**” shall mean the Company’s exclusive beneficial ownership interest in the Participation Assets subject to any security interests granted by the Company under the Pooling Agreement.

“**Excluded Designated Line of Business**” shall mean any Designated Line of Business identified by notice given pursuant to **Section 2.10** of the Pooling Agreement as an “Excluded Designated Line of Business”.

“**Execution Date**” shall mean the date of execution of the UK Receivables Purchase Agreement and the Contribution Agreement, which shall be at least one Business Day prior to the Effective Date.

“**Federal Funds Effective Rate**” shall mean, for any day, an interest rate per annum equal to (a) the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, (b) if such rate is not so published for any day which is a Business Day, the average of the quotations at approximately 11:00 a.m. New York Time on such day on such transactions received by the relevant Funding Agent from three (3) Federal funds brokers of recognized standing selected by it in its sole discretion.

“**Fiscal Period**” shall have the meaning assigned to such term in the Servicing Agreement.

“**Force Majeure Delay**” shall mean, with respect to the Master Servicer or any agent thereof, any cause or event which is beyond the control and not due to the negligence of the Master Servicer or such agent that delays, prevents or prohibits the Master Servicer’s delivery of Daily Reports and/or Monthly Settlement Reports, including acts of God, floods, fire, explosions of any kind, snowstorms and other irregular weather conditions and mass transportation disruptions, but shall not include strikes; **provided** that no such cause or event shall be deemed to be a Force Majeure Delay unless the Master Servicer shall have given the Company, the Trustee and each Funding Agent written notice thereof as soon as reasonably possible under the circumstances after the beginning of such delay.

“**Foreign Clearing Agency**” shall mean each of Clearstream and Euroclear.

“**Foreign Government Obligor**” shall mean any government of a nation or territory outside the United States or any subdivision thereof or any agency, department or instrumentality thereof.

“**Forward Rate**” shall mean, with respect to any Series, the forward exchange rate of the applicable maturity indicated by the FX Counterparty or the Trustee, for currency exchange into United States Dollars of the Pound Sterling, the Euro and any additional Approved Currency.

“**Fractional Undivided Interest**” shall mean a fractional undivided interest, which, with respect to any Investor Certificate, can be expressed as a percentage of the interest in the Participation Assets represented by the Series or Class in which it was issued by taking the percentage equivalent of a fraction the numerator of which is the principal amount of such Investor Certificate and the denominator of which is the aggregate principal amount of all Investor Certificates of such Series or Class.

“**French Originator**” shall mean any of (i) Tioxide Europe S.A.S., (ii) Huntsman Surface Sciences (France) S.A.S. and (iii) after the Initial Issuance Date, any Approved Originator incorporated in France.

“**French Receivables**” shall mean the Receivables originated by a French Originator and sold to Huntsman International, then contributed transferred, assigned and conveyed to the Company and with respect to which a Participation and security interest were granted by the Company to the Trust.

“**French Receivables Purchase Agreement**” shall mean the French Receivables Subrogation Agreement between, inter alias, the French Originators and the Contributor, as amended, supplemented or otherwise modified from time to time in accordance with the Transaction Documents, and attached as Attachment 3 to the Omnibus Receivables Purchase Agreement.

“**Funding Agent**” shall mean, with respect to any Series, the Person, if any, so designated in the related Supplement and the term “Funding Agent” shall only refer to any Administrative Agent if designated in such related Supplement.

“**Funding Amount**” shall mean, with respect to any Series, the amount so designated in the Asset Purchase Agreement with respect to such Series.

“**FX Counterparty**” shall mean, with respect to any Series, (i) on the Effective Date, JPMorgan Chase Bank, N.A.; and (ii) thereafter, any FX counterparty in any FX Hedging Agreement, which has a short-term unsecured rating of at least “A-1” by S&P and “P-1” by Moody’s and is located outside the United Kingdom.

“**FX Forward Transaction**” shall mean a transaction pursuant to a FX Hedging Agreement between the Trustee and a FX Counterparty whereby the Trustee agrees to sell at a certain date, a certain amount of any U.S. Dollars, Pounds Sterling or Euros at the Forward Rate and the FX Counterparty agrees to deliver U.S. Dollars, Pounds Sterling or Euros on such date, and whereby the maturity of any FX Forward Transaction, unless otherwise specified with respect to a Series in the related Series Supplement, is equal to (i) if Days Sales Outstanding are less than or equal to forty five (45) days, three calendar months; (ii) if Days Sales Outstanding are greater than 45 days, but less than or equal to 60 days, four (4) calendar months; and (iii) if Day Sales Outstanding are greater than 60 days, such monthly period as is determined by the Administrative Agent with the consent of the Funding Agents; **provided further** that if, the Invested Amount with respect to a Series has not been reduced to zero at the applicable Scheduled Maturity Date for such Series, the Trustee will enter into the last set of FX Forward Transactions which will mature on the Business Day immediately preceding the Final Maturity Date for such Series.

“**FX Hedging Agreement**” shall mean, with respect to any Series, a currency hedge agreement (including any FX Forward Transactions thereunder) pursuant to a 1992 International Swaps and Derivatives Association Master Agreement between the Trustee and a FX Counterparty.

“**FX Hedging Policy**” shall mean the currency hedge policy attached as **Schedule 5** to the Pooling Agreement.

“**GAAP**” shall mean generally accepted accounting principles in the respective jurisdiction of incorporation of the relevant entity, as in effect from time to time.

“**General Opinion**” shall mean, with respect to any action of the Master Servicer, the Company or an Originator, an Opinion of Counsel to the effect that (i) such action has been duly authorized by all necessary corporate action on the part of the Master Servicer, the Company or such Originator, as the case may be, (ii) any agreement executed in connection with such action constitutes a legal, valid and binding obligation of the Master Servicer, the Company or an Originator, as the case may be, enforceable against such party in accordance with the terms thereof, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereinafter in effect, affecting the enforcement of creditors’ rights and except as such enforceability may be limited by general principles of equity (whether considered in a proceeding at law or in equity or subject to similar exceptions), (iii) such action does not violate any organizational documents or require any consent or filing thereunder, (iv) such action does not result in a breach of, or default under any material contractual obligation of such party, or creation of any Lien, pursuant thereto and (v) any condition precedent to any such action specified in the applicable Transaction Document, if any, has been complied with.

“**General Reserve Account**” shall have the meaning assigned to such term in **Section 3.01(a)** of the Pooling Agreement.

“**GOP**” shall mean MatlinPatterson Global Opportunities Partners L.P. and any other entity managed by its investment advisor, MatlinPatterson Global Advisers LLC.

“**Governmental Authority**” shall mean any nation or government, any State or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

“**Government Obligor**” shall mean any U.S. Government Obligor, any U.S. State/Local Government Obligor or Foreign Government Obligor.

“**Guaranteed Obligations**” shall mean the obligations of the Master Servicer as set forth under **Article VII** of the Servicing Agreement.

“**Historical Receivables Information**” means historical numerical information regarding Receivables relating to periods prior to the date on which any Originator became an Additional Originator or the date on which an Acquired Line of Business has become an Approved Acquired Line of Business, to the extent that such information is necessary to calculate, among other things, the Aged Receivables Ratio,

the Default Ratio, the Delinquency Ratio, the Dilution Horizon, the Dilution Horizon Factor, the Dilution Ratio and the Day Sales Outstanding and such calculations require numerical information relating to periods prior to such date; **provided** that with respect to any Additional Originator or Approved Acquired Line of Business such calculation shall, to the extent applicable, be performed using Historical Receivables Information with respect to such Additional Originator or Approved Acquired Line of Business.

“**Holders**” shall mean any or all of the Investor Certificateholders, the holders of Subordinated Company Interests and the holder of the Exchangeable Company Interests.

“**Huntsman BV**” shall mean Huntsman Holland B.V., a limited liability company organized under the laws of The Netherlands and its successors and permitted assigns.

“**Huntsman Europe**” shall mean Tioxide Europe Ltd., a corporation organized under the laws of England and Wales and its successors and permitted assigns.

“**Huntsman Group**” shall have the meaning assigned to such term within the definition of “Change of Control”.

“**Huntsman International**” shall mean Huntsman International LLC, a limited liability company organized under the laws of the State of Delaware and its successors and permitted assigns.

“**Huntsman Propylene**” means Huntsman Propylene Oxide Ltd., a limited partnership organized under the laws of Texas.

“**Indebtedness**” shall mean, with respect to any Person at any date, (i) all indebtedness of such Person for borrowed money, (ii) any obligation owed for the deferred purchase price of property or services which purchase price is evidenced by a note or similar written instrument, (iii) note payable and drafts accepted representing extensions of credit whether or not representing obligations for borrowed money, (iv) that portion of obligations of such Person under capital leases which is properly classified as a liability on a balance sheet in conformity with GAAP and (v) all liabilities of the type described in the foregoing **clauses (i) through (iv)** secured by any Lien (other than Permitted Liens and Liens on receivables that are not Receivables) on any property owned by such Person even though such Person has not assumed or otherwise become liable for the payment thereof.

“**Indemnified Person**” shall have the meaning assigned to such term in **Section 10.17** of the Pooling Agreement or any subscription agreement with respect to any Series, as applicable.

“**Indemnifying Person**” shall have the meaning assigned to such term in any subscription agreement with respect to any Series, as applicable.

“**Independent Public Accountants**” shall mean, with respect to any Person, any independent certified public accountants of nationally recognized standing, or any successor thereto, (who may also render other services to the Company, the Master Servicer or an Originator); **provided** that such firm is independent with respect to such Person within the meaning of Rule 2-01(b) of Regulation S-X under the Securities Act.

“**Ineligibility Determination Date**” shall have the meaning assigned in **Section 2.05(a)** of the Pooling Agreement.

“**Ineligible Receivable**” shall, (i) as used in the Origination Agreements, have the meaning specified in each Origination Agreement, and (ii) as used in all other Transaction Documents, have the meaning specified in **Section 2.05(a)** of the Pooling Agreement.

“**Information**” shall have the meaning specified in **Exhibit G** to the Series 2000-1 Supplement.

“**Initial Contribution**” shall mean the first contribution (if any) of Receivables and Receivables Assets related thereto, made pursuant to **Section 2.01** of the Contribution Agreement.

“**Initial Contribution Date**” shall mean the date on which the Initial Contribution is made.

“**Initial Issuance Date**” shall mean December 21, 2000.

“**Initial Invested Amount**” means in respect of any Series, the amount identified as the “**Initial Invested Amount**” for such Series in the Supplement for such Series.

“**Inland Revenue**” shall mean the United Kingdom Inland Revenue.

“**Insolvency Event**” shall mean, with respect to any Person, (i) a court having jurisdiction shall enter a decree or order for relief in respect of such Person in an involuntary case under Applicable Insolvency Laws, which decree or order is not stayed or any other similar relief shall be granted under any applicable federal, state or foreign law now or hereafter in effect and shall not be stayed; (ii)(A) an involuntary case is commenced against such Person under any Applicable Insolvency Law now or hereafter in effect, a decree or order of a court having jurisdiction for the appointment of a receiver, liquidator, sequestrator, trustee, custodian or other officer having similar powers

over such Person, or over all or a substantial part of the property of such Person, shall have been entered, an interim receiver, trustee or other custodian of such Person for all or a substantial part of the property of such Person is involuntarily appointed, a warrant of attachment, execution or similar process is issued against any substantial part of the property of such Person, and (B) any event referred to in **clause (ii)(A)** above continues for 60 days unless dismissed, bonded or discharged; (iii) such Person shall at its request have a decree or an order for relief entered with respect to it or commence a voluntary case under any Applicable Insolvency Law now or hereafter in effect, or shall consent to the entry of a decree or an order for relief in an involuntary case, or to the conversion of an involuntary case to a voluntary case, under any such Applicable Insolvency Law, consent to the appointment of or taking possession by a receiver, trustee or other custodian for all or a substantial part of its property; (iv) the making by such Person of any general assignment for the benefit of creditors; (v) the inability or failure of such Person generally to pay its debts as such debts become due; or (vi) the Board of Directors of such Person authorizes action to approve any of the foregoing.

**“Institutional Accredited Investor”** shall mean an institutional accredited investor, within the meaning of Rule 501(a)(1), (2), (3) or (7) of Regulation D under the Securities Act.

**“Interest”** shall mean any interest in the Participation Assets issued pursuant to the Pooling Agreement or any Supplement.

**“Internal Operating Procedures Memorandum”** shall mean the internal operating procedures memorandum of the Trustee, a copy of which is attached as **Schedule 6** to the Pooling Agreement, as the same may be amended from time to time with the prior written approval of the Master Servicer and the Administrative Agent.

**“International Fuels”** shall mean Huntsman International Fuels L.P., a limited partnership organized under the laws of Texas.

**“Invested Amount”** shall, with respect to any Series, the amount specified as the **“Invested Amount”** for such Series in the Supplement for such Series.

**“Invested Percentage”** shall mean, with respect to any Series, the percentage specified as the **“Invested Percentage”** for such Series in the Supplement for such Series.

**“Investment”** shall mean the making by the Company of any advance, loan, extension of credit or capital contribution to, the purchase of any stock, bonds, notes, debentures or other securities of or any assets constituting a business unit of, or the making by the Company of any other investment in, any Person.

**“Investment Earnings”** shall have the meaning assigned in **Section 3.01(e)** of the Pooling Agreement.

**“Investor Certificateholder”** shall mean the holder of record of, or the bearer of, any Investor Certificate issued with respect to a particular Series.

**“Investor Certificateholders’ Interest”** shall have the meaning assigned in **Section 3.01(b)(iii)** of the Pooling Agreement.

**“Investor Certificates”** shall mean the Certificates executed by the Trustee and authenticated by or on behalf of the Trustee, substantially in the form attached to the applicable Supplement, but shall not include the Exchangeable Company Interests, the Subordinated Company Interests or any other Interests held by the Company.

**“Issuance Date”** shall mean, with respect to any Series, the date of issuance of such Series, or the date of any increase to the Invested Amount of such Series, as specified in the related Supplement.

**“Italian Originator”** shall mean any of (i) Tioxide Europe S.r.l., (ii) Huntsman Surface Sciences Italia S.r.l., (iii) Huntsman Patrica S.r.l. and (iv) after the Initial Issuance Date, any Approved Originator incorporated in Italy.

**“Italian Receivables”** shall mean the Receivables originated by an Italian Originator and sold to Huntsman International, then contributed, transferred, assigned and conveyed to the Company with respect to which a Participation and security interest were granted by the Company to the Trust.

**“Italian Receivables Purchase Agreements”** shall mean (a) the Italian Receivables Purchase Agreement among Huntsman Italian Receivables Finance S.r.l., as purchaser, Tioxide Europe S.r.l., Huntsman Surface Sciences Italia S.r.l. and Huntsman Patrica S.r.l., each as an originator, and Huntsman (Europe) B.V.B.A., as master servicer, and (b) the Onward Sale Agreement among Huntsman Italian Receivables Finance S.r.l., as onward seller, Huntsman International LLC, as onward purchaser, and Huntsman (Europe) B.W.B.A., as master servicer, in each case as amended, supplemented or otherwise modified from time to time in accordance with the Transaction Documents, and attached as Attachments 4 and 5, respectively, to the Omnibus Receivables Purchase Agreement.

**“Junior Claims”** shall mean any and all rights of the Company of any kind in the Participation Assets (other than any rights of the Company in the Participation Assets with respect to the Exchangeable Company Interests, if any), including any right to receive any distribution pursuant to the terms of any Supplement (other than any right of the Company to receive any distribution with respect to the Exchangeable Company Interests, if any).

**“Lien”** shall mean, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, encumbrance, charge or security interest in or on such asset and (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement relating to such asset; **provided, however**, that if a lien is imposed under Section 412(n) of the Code or Section 302(f) of ERISA for a

failure to make a required installment or other payment to a plan to which Section 412(n) of the Code or Section 302(f) of ERISA applies, then such lien shall not be treated as a “**Lien**” from and after the time (x) (i) any Person who is obligated to make such payment pays to such plan

the amount of such lien determined under Section 412(n)(3) of the Code or Section 302(f)(3) of ERISA, as the case may be, and provides to the Trustee and any Funding Agent a written statement of the amount of such lien together with written evidence of payment of such amount, or (ii) such lien expires pursuant to Section 412(n)(4)(B) of the Code or Section 302(f)(4)(B) of ERISA and (y) the consent of each Funding Agent is obtained.

“**Limited Liability Company Agreement**” shall mean the Limited Liability Company Agreement dated as of October 10, 2000, between the Contributor, as Shareholder and Donald J. Puglisi, as the Special Member.

“**Lien Creation**” shall mean the creation, incidence, assumption or suffering to exist by the Company or an Originator of any Lien upon the Receivables, Related Property or the proceeds thereof.

“**Liquidation Servicer**” shall mean PricewaterhouseCoopers LLP and its successors and assigns.

“**Liquidation Servicer Agreement**” shall mean the letter agreement, dated as of April 18, 2006, between the Liquidation Servicer and the Trustee, attached as **Schedule 4** to the Servicing Agreement.

“**Liquidation Servicer Commencement Date**” shall mean the date that the Trustee gives notice to activate the appointment of PricewaterhouseCoopers LLP as the Liquidation Servicer, which shall take effect immediately, **provided** that the Liquidation Servicer shall commence to act as such no later than five (5) Business Days after the delivery of the Termination Notice by the Trustee to the Master Servicer.

“**Liquidation Servicing Fee**” shall mean the fee payable to the Liquidation Servicer as set forth in the Liquidation Servicer Agreement.

“**Local Business Day**” shall mean, with respect to any Originator, any day other than (i) a Saturday or a Sunday and (ii) any other day on which commercial banking institutions or trust companies in the jurisdiction in which such Originator has its principal place of business, are authorized or obligated by law, executive order or governmental decree to be closed.

“**Local Servicer**” shall have the meaning assigned to such term **Section 2.01(c)** of the Servicing Agreement.

“**Margin Stock**” shall have the meaning given to such term in Regulation U of the Board of Governors.

“**Master Collection Accounts**” shall have the meaning assigned to such term in **Section 2.09** of the Contribution Agreement.

“**Master Servicer**” shall mean Huntsman (Europe) B.V.B.A., and any Successor Master Servicer under the Servicing Agreement.

“**Master Servicer Default**” shall have, with respect to any Series, the meaning assigned to such term in **Section 6.01** of the Servicing Agreement and, if applicable, as supplemented by the related Supplement for such Series.

“**Master Servicer Indemnified Person**” shall have the meaning assigned to such term in **Section 5.02(a)** of the Servicing Agreement.

“**Master Servicer Site Review**” shall mean a review performed by the Liquidation Servicer of the servicing operations of the Master Servicer’s central site location in accordance with the Liquidation Servicer Agreement.

“**Material Adverse Effect**” shall mean, if used with respect to a Person, (a) a material impairment of the ability of such Person to perform its obligations under the Transaction Documents, (b) a materially adverse effect on the business, operations, property or condition (financial or otherwise) of such Person, (c) a material impairment of the validity or enforceability of any of the Transaction Documents against such Person, (d) a material impairment of the collectibility of the Eligible Receivables taken as a whole and (e) a material impairment of the interests, rights or remedies of the Trustee or the Investor Certificateholders of any Outstanding Series under or with respect to the Transaction Documents or the Eligible Receivables taken as a whole.

“**Monthly Servicing Fee**” shall have the meaning assigned to such term in **Section 2.05(a)** of the Servicing Agreement.

“**Monthly Settlement Report**” shall mean a report prepared by the Master Servicer for each Settlement Period pursuant to **Section 4.02** of the Servicing Agreement, in substantially the form of **Exhibit C** to the Pooling Agreement.

“**Moody’s**” shall mean Moody’s Investors Service, Inc. or its successors and assigns.

“**Multiemployer Plan**” shall mean, with respect to any Person, a multiemployer plan as defined in Section 4001(a)(3) of ERISA to which such Person or any ERISA Affiliate of such Person (other than one considered an ERISA Affiliate only pursuant to subsection (m) or (o) of Section 414 of the Code) is making or accruing an obligation to make contributions, or has within any of the preceding five plan



years made or accrued an obligation to make contributions.

“**1940 Act**” shall mean the United States Investment Company Act of 1940, as amended.

“**Obligor**” shall mean, with respect to any Receivable, the party obligated to make payments with respect to such Receivable, including any guarantor thereof.

“**Obligor Limit**” shall mean the percentage, as set forth in the Receivables Specification and Exception Schedule attached to the Pooling Agreement as **Schedule 3** under heading (E) “**Obligor Limit**”, which shall represent, at any date, with respect to an Eligible Obligor, the percentage of the Principal Amount of all Eligible Receivables in the Trust at such date which are due from such Eligible Obligor for the applicable ratings category of long-term senior debt of that Obligor, or if such Obligor is unrated and is a wholly owned subsidiary, then the applicable ratings category of long term senior debt of such Obligor’s parent; **provided, however**, for purposes of this definition that all Eligible Obligors that are Affiliates of each other shall be deemed to be a single Eligible Obligor to the extent the Master Servicer has actual knowledge of the affiliation and in that case, the applicable debt rating for such group of Obligors shall be the debt rating of the ultimate parent of the group.

If the ratings given by S&P and Moody’s to the long term senior debt of any Obligor (or the ultimate parent of the Obligor or the affiliated group of which such Obligor is a member, as the case may be) would result in different applicable percentages under **Schedule 3** to the Pooling Agreement, the applicable percentage shall be the percentage associated with the lower rating, as between S&P’s rating and Moody’s rating, of such Obligor’s (or such ultimate parent’s, as the case may be) long-term senior debt; **provided** that: (i) if an Obligor (or such ultimate parent, as the case may be) is not rated by one of the Rating Agencies, then such Obligor (or the ultimate parent, as the case may be) shall be deemed to be unrated unless the Rating Agency that does not rate the Obligor consents to the application of the rating given the Obligor by the Rating Agency that does give such a rating and (ii) if an Obligor (or such ultimate parent, as the case may be) does not have a long-term senior debt rating from either of the Rating Agencies, but has a short-term senior debt rating, then the applicable percentage shall be the percentage associated with the long term senior debt ratings that are equivalent to such short term senior debt ratings as set forth in the table set forth in the Receivables Specification and Exception Schedule attached to the Pooling Agreement as **Schedule 3** under the heading “**Obligor Limit**”. The ratings specified in the table are minimums for each percentage category, so that a rating not shown in the table falls in the category associated with the highest rating shown in the table that is lower than that rating.

“**OECD Country**” shall mean a country that is a member of the grouping of countries that are full members of the Organization of Economic Cooperation and Development.

“**Offer Letter**” shall have the meaning assigned to such term in the UK Receivables Purchase Agreement.

“**Omnibus Receivables Purchase Agreement**” shall mean the Amended and Restated Omnibus Receivables Purchase Agreement dated as of April 18, 2006, between, *inter alios*, the Company and the European Originators (other than the UK Originators) (as amended, restated or otherwise modified and in effect from time to time).

“**One-Month LIBOR**” shall mean, for any Accrual Period, the rate per annum, as determined by the Trustee, which is the arithmetic mean (rounded to the nearest 1/100th of 1%) of the offered rates for U.S. Dollar deposits having a maturity of one month commencing on the first day of such Accrual Period that appears on Page 3750 of the Telerate System Incorporated Service (or on any successor or substitute page of such service, or any successor to or substitute for such service, providing rate quotations comparable to those currently provided on such page of the Telerate System Incorporated Service, as determined by the Trustee for purposes of providing interest rates applicable to U.S. Dollar deposits having a maturity of one month in the London interbank market) at approximately 11:00 a.m. London time, two Business Days prior to the commencement of such Accrual Period. In the event that such rate is not so available at such time for any reason, then “One-Month LIBOR” for such Accrual Period shall be the rate at which U.S. Dollar deposits in a principal amount of not less than \$1,000,000 maturing in one month are offered to the principal London office of the Trustee in immediately available funds in the London interbank market at approximately 11:00 a.m. London time, two Business Days prior to the commencement of such Accrual Period.

“**Opinion of Counsel**” shall mean a written opinion or opinions of one or more counsel (who, unless otherwise specified in the Transaction Documents, may be internal counsel to the Company, the Master Servicer or an Originator) designated by the Company, the Master Servicer or an Originator, as the case may be, that is reasonably acceptable to the Trustee and each Funding Agent.

“**Optional Repurchase Percentage**” shall have, with respect to any Series, the meaning assigned to such term in the related Supplement for such Series.

“**Optional Termination Date**,” with respect to any Series shall have the meaning ascribed thereto in the related Series Supplement.

“**Original Principal Amount**” shall mean, with respect to any Receivable, the Principal Amount of such Receivable as of the date on which such Receivable is contributed, sold or otherwise conveyed to the Contributor or the Company, as the case may be, under the applicable Origination Agreement.

“**Origination Agreements**” shall mean (i) the Contribution Agreement and each Receivables Purchase Agreement; and (ii) any

contribution agreement, receivables purchase agreement or corresponding agreement entered into by the Company or the Contributor (as the case may be) and any Additional Originator.

**“Originator”** shall mean any Approved Originator, except that for purposes of the Contribution Agreement, the term “Originator” shall not include the French Originators.

**“Originator Adjustment Payment”** shall have the meaning assigned to such term in **Section 2.06(a)** (or corresponding section) of the Origination Agreements.

**“Originator Daily Report”** shall mean a report prepared by an Originator on each date of contribution or sale, as the case may be, of Receivables to the Company pursuant to and in accordance with the applicable Origination Agreement, substantially in the form of **Exhibit B** to the Pooling Agreement.

**“Originator Dilution Adjustment Payment”** shall have the meaning assigned to such term in **Section 2.05** (or corresponding section) of the Origination Agreements.

**“Originator Documents”** shall have the meaning assigned to such term in **Section 7.03(b)(iii)** (or corresponding section) of the Origination Agreements.

**“Originator Indemnification Event”** shall have the meaning assigned to such term in **Section 2.06(b)** (or corresponding section) of the Origination Agreements.

**“Originator Indemnification Payment”** shall have the meaning assigned to such term in **Section 2.06(b)** (or corresponding section) of the Origination Agreements.

**“Originator Indemnified Liabilities”** shall have the meaning assigned to such term in **Section 8.02** (or corresponding section) of the Origination Agreement.

**“Originator Payment Date”** shall have the meaning assigned to such term in **Section 2.03(a)** of the UK Receivables Purchase Agreement and the corresponding provisions of the other Receivables Purchase Agreements.

**“Originator Purchase Price”** shall have the meaning assigned to such term in **Section 2.02** (or corresponding section) of the Receivables Purchase Agreements.

**“Originator Termination Date”** shall have the meaning assigned to such term in **Section 7.01** (or corresponding section) of the Origination Agreements.

**“Originator Termination Event”** shall have the meaning assigned to such term in **Section 7.01** (or corresponding section) of each Origination Agreement, or such other corresponding provision, as applicable.

**“Outstanding Amount Advanced”** shall mean, on any date of determination, the aggregate of all Servicer Advances remitted by the Master Servicer out of its own funds pursuant to **Section 2.06** of the Servicing Agreement and **Section 3A.06** of the related Supplement, less the aggregate of all related Servicer Advance Reimbursement Amounts received by the Master Servicer.

**“Outstanding Investor Certificates”** shall mean, at any time, Investor Certificates issued pursuant to an effective Supplement for which the Series Termination Date has not occurred.

**“Outstanding Series”** shall mean, at any time, a Series issued pursuant to an effective Supplement for which the Series Termination Date for such Series has not occurred.

**“Parent Company”** shall mean Huntsman Corporation and any successor thereto (by merger or consolidation) for so long as Huntsman Corporation or such successor entity (as applicable) owns, directly or indirectly, at least a majority of the voting capital stock of Huntsman International.

**“Participation”** shall have the meaning assigned to such term in **Section 2.01(a)** of the Pooling Agreement.

**“Participation Amount”** shall have its meaning assigned to such term in **Section 2.01(a)** of the Pooling Agreement.

**“Participation Assets”** shall have the meaning assigned to such term in **Section 2.01(a)** of the Pooling Agreement.

**“Paying Agency Agreement”** shall mean the Paying Agency Agreement dated as of April 18, 2006 between Huntsman Receivables Finance LLC, the Trustee, and JPMorgan Chase Bank, N.A., as paying agent.

**Paying Agent** shall mean any paying agent and co-paying agent appointed pursuant to **Section 5.07** of the Pooling Agreement and, unless otherwise specified in the related Supplement of any Series and with respect to such Series, shall initially be JPMorgan Chase Bank, N.A., London Branch.

**“Payment Terms Factor”** shall mean for each six month period to occur after the Initial Issuance Date, a fraction calculated by the

Master Servicer, the numerator of which is the sum of (i) the weighted average payment terms (based upon the Principal Amount of the Receivables and expressed as a number of days) for the Receivables contributed by the Contributor to the Company, as the case may be, (and in relation to which a Participation and a security interest are granted by the Company to the Trust) during such period and (ii) 60, and the denominator of which is 90.

“**PBGC**” shall mean the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA and any Person succeeding to the functions thereof.

“**Permitted Designated Line of Business Disposition**” shall mean any Designated Line of Business identified on **Schedule 4** to the Pooling Agreement but only to the extent that an Originator has ceased originating Receivables with respect to such Designated Line of Business between April 18, 2006 and April 17, 2007.

“**Permitted Liens**” shall mean, at any time, for any Person:

- (a) liens created pursuant to any Transaction Document;
- (b) liens for taxes, assessments or other governmental charges or levies (i) not yet due or (ii) with respect to which are being contested in good faith by appropriate proceedings and with respect to which reserves in conformity with GAAP have been provided on the books of such Person;
- (c) liens of or resulting from any judgment or award, the time for the appeal or petition for rehearing of which shall not have expired, or in respect of which such Person shall at any time in good faith be prosecuting an appeal or proceeding for a review and with respect to which a reserve or other appropriate provisions are being maintained in accordance with GAAP; and
- (d) liens, charges or other encumbrances or priority claims incidental to the conduct of business or the ownership of properties and assets (including mechanics’, carriers’, repairers’, warehousemen’s and statutory landlords’ liens) and deposits, pledges or liens to secure statutory obligations, surety or appeal bonds or other liens of like general nature incurred in the ordinary course of business and not in connection with the borrowing of money, provided in each case, the obligation secured is not overdue, or, if overdue, is being contested in good faith by appropriate actions or proceedings and with respect to which a reserve or other appropriate provisions are being maintained in accordance with GAAP.

“**Person**” shall mean any individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, limited liability company, Governmental Authority or other entity of whatever nature.

“**Plan**” shall mean, with respect to any Person, any pension plan (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or **Section 412** of the Code which is maintained for employees of such Person or any ERISA Affiliate of such Person.

“**Pledge Agreement**” shall mean the Pledge Agreement, dated as of August 16, 2005, by and among Huntsman International and certain of its subsidiaries from time to time party thereto (as Pledgors) and Deutsche Bank AG New York Branch (as Collateral Agent and Administrative Agent).

“**Policies**” shall mean the credit and collection policies of the Approved Originators, copies of which are in writing, have been previously delivered to the Trustee and the Administrative Agent, prior to or on the Series 2000-1 Issuance Date, as the same may be amended, supplemented or otherwise modified from time to time; provided that material changes to such Policies must be approved by the Administrative Agent (such consent not to be unreasonably withheld).

“**Pooling Agreement**” shall mean the Second Amended and Restated Pooling Agreement, dated as of April 18, 2006, among the Company, the Master Servicer and the Trustee, as the same may be further amended, restated, supplemented or otherwise modified from time to time, and including, unless expressly stated otherwise, each Supplement.

“**Pooling and Servicing Agreements**” shall have the meaning assigned to such term in **Section 10.01(a)** of the Pooling Agreement.

“**Potential Early Amortization Event**” shall mean an event which, with the giving of notice or the lapse of time or both, would constitute an Early Amortization Event under the Pooling Agreement or under any Supplement.

“**Potential Master Servicer Default**” shall mean an event which, with the giving of notice or the lapse of time or both, would constitute a Master Servicer Default under the Servicing Agreement or any Supplement.

“**Potential Offset Amount**” shall mean an amount determined by the Local Servicer and equal to the amount of any known potential offset, counterclaim, or defense with respect to an Eligible Receivable, and further aggregated by the Master Servicer for the purposes of calculating the Aggregate Receivable Amount.

“**Potential Originator Termination Event**” shall mean any condition or act that, with the giving of notice or the lapse of time or both,

would constitute an Originator Termination Event.

“**Potential Program Termination Event**” shall mean any condition or act that, with the giving of notice or the lapse of time or both, would constitute a Program Termination Event.

“**Pound Sterling**” shall mean the legal currency of the United Kingdom.

“**Principal Amount**” shall mean, with respect to any Receivable, the unpaid principal amount due thereunder.

“**Principal Transfer Agent**” shall have the meaning assigned to such term in the Paying Agency Agreement.

“**Principal Terms**” shall have the meaning, with respect to any Series issued pursuant to a Company Exchange, assigned to such term in **Section 5.11(c)** of the Pooling Agreement.

“**Program Costs**” shall have, with respect to any Series, the meaning assigned to such term in the related Supplement for such Series.

“**Program Termination Date**” shall have the meaning assigned to such term in **Section 7.02** (or corresponding section) of the Origination Agreements.

“**Program Termination Event**” shall have the meaning assigned to such term in **Section 7.02** (or corresponding section) of the Origination Agreements.

“**Publication Date**” shall have the meaning assigned to such term in **Section 7.02(a)** of the Pooling Agreement.

“**Qualified Institutional Buyer**” shall have the meaning assigned to such term in Rule 144A(a) under the Securities Act.

“**Rating Agency**” shall mean, with respect to each Outstanding Series, any rating agency or agencies designated as such in this **Annex X**; provided that: (i) in the event that no Outstanding Series has been rated, whether directly or indirectly, then for purposes of the definitions of “**Eligible Institution**” and “**Eligible Investments**”, “**Rating Agency**” shall mean S&P and Moody’s; and (ii) except as provided in **Clause (i)**, in the event no Outstanding Series (other than a Series of VFC Certificates) has been rated, whether directly or indirectly, any reference to “**Rating Agency**” or the “**Rating Agencies**” shall be deemed to have been deleted from the Pooling Agreement.

“**Receivable**” shall mean all the indebtedness and payment obligations of an Obligor to an Originator arising from the sale of merchandise or services by an Originator (and shall include (a) such indebtedness and payment obligation as may be evidenced by any invoice issued as a re-invoicing or substitution invoicing of an original invoice and (b) the right of payment of any interest, sales taxes, finance charges, returned check or late charges and other obligations of such Obligor with respect thereto).

“**Receivable Assets**” shall, as used in the Origination Agreements, have the meaning assigned in **Section 2.1(a)** thereof/or the respective corresponding provision of such Originator Agreement.

“**Receivables Contribution Date**” shall mean, with respect to any Receivable, the Business Day on which the Company receives a contribution of such Receivable from the Contributor or direct conveyance from the Originator and grants a Participation and security interest in such Receivable to the Trust.

“**Receivables Purchase Agreement**” shall mean (i) any of (a) the U.S. Receivables Purchase Agreement, (b) the UK Receivables Purchase Agreement, (c) the Dutch Receivables Purchase Agreement, (d) the Italian Receivables Purchase Agreements, (e) the Spanish Receivables Purchase Agreement, (f) the Belgian Receivables Purchase Agreement, and (g) the French Receivables Purchase Agreement and (ii) any receivables purchase agreement entered into by any Additional Originator and the Contributor or the Company, as the case may be, in accordance with the Transaction Documents.

“**Record Date**” shall mean, with respect to the initial Distribution Date, the Business Day immediately preceding such Distribution Date and, with respect to any other Distribution Date, the last Business Day of the immediately preceding Settlement Period.

“**Recoveries**” shall mean all amounts collected (net of out of pocket costs of collection) in respect of Charged-Off Receivables.

“**Regulation U**” shall mean Regulation U of the Board of Governors as from time to time in effect and all official rulings and interpretations thereunder or thereof.

“**Regulation X**” shall mean Regulation X of the Board of Governors as from time to time in effect and all official rulings and interpretations thereunder or thereof.

“**Related Property**” shall mean, with respect to any Receivable:

- (a) all of the applicable U.S. Originator's, UK Originator's, Dutch Originator's, Belgian Originator's, Italian Originator's, Spanish Originator's and French Originator's respective interest in the goods, if any, relating to the sale which gave rise to such Receivable;
- (b) all other security interests or Liens and property subject thereto from time to time purporting to secure payment of such Receivable, whether pursuant to the Contract related to such Receivable or otherwise, together with all financing statements signed by the applicable Obligor describing any collateral securing such Receivable; and
- (c) all guarantees, insurance and other agreements or arrangements of whatever character from time to time supporting or securing payment of such Receivable whether pursuant to the Contract related to such Receivable or otherwise;

including in the case of **clauses (b) and (c)**, any rights described therein evidenced by an account, note, instrument, contract, security agreement, chattel paper, general intangible or other evidence of indebtedness or security.

**"Relevant Amount"** shall have the meaning assigned in **Section 2.01(b)** of the Series 2000-1 Supplement.

**"Relevant Clearing System"** shall mean Clearstream and Euroclear or any other clearing system which is a central securities depository for a Series, as specified in the related Supplement.

**"Reportable Event"** shall mean any reportable event as defined in **Section 4043(b)** of ERISA or the regulations issued thereunder with respect to a Plan (other than a Plan maintained by an ERISA Affiliate which is considered an ERISA Affiliate only pursuant to **Section (m) or (o)** of **Section 414** of the Code).

**"Reported Day"** shall have the meaning assigned to such term in **Section 4.01** of the Servicing Agreement.

**"Required Subordinated Amount"** shall have the meaning assigned to such term, if any, set forth in the related Supplement.

**"Requirement of Law"** shall mean for any Person the certificate of incorporation and by laws or other organizational or governing documents of such Person, and any law, treaty, rule or regulation, or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

**"Resignation Notice"** shall have the meaning assigned to such term in **Section 6.02(a)** of the Servicing Agreement.

**"Responsible Officer"** shall mean (i) when used with respect to the Trustee, any officer within the Corporate Trust Office of the Trustee including any Vice President, any Assistant Vice President, Trust Officer or Assistant Trust Officer or any other officer of the Trustee customarily performing functions similar to those performed by any of the above designated officers and (ii) when used with respect to any other Person, any member of the Board, the Chief Executive Officer, the President, the

Chief Financial Officer, the Treasurer, any Vice President, the Controller or manager (in the case of a limited liability company) of such Person; **provided, however**, that a Responsible Officer shall not certify in his capacity as a Vice President as to any financial information.

**"Restricted Payments"** shall have the meaning assigned to such term in **Section 2.08(m)** of the Pooling Agreement.

**"Restricted Payments Test"** shall mean, on any date of determination with respect to any outstanding Series, unless otherwise specified in the related Supplement, that the Target Receivables Amount for such Series is at least equal to the sum of the Adjusted Invested Amount for such Series and the required subordinated or reserve amount for such Series, in each case as the term **"Restricted Payments Test"** is more specifically defined in the related Supplement.

**"Revolving Period"** shall have, with respect to any Outstanding Series, the meaning assigned to such term in the related Supplement.

**"S&P"** shall mean Standard & Poor's, a division of The McGraw-Hill Companies, Inc. or any successor thereto.

**"Securities Act"** shall mean the United States Securities Act of 1933, as amended.

**"Senior Claims"** shall mean collectively the right of any holder of a VFC Certificate and the ECI Holders to receive distributions pursuant to the Transaction Documents and all other Indebtedness, obligations and liabilities of the Company to any holder of a VFC Certificate and any ECI Holder, whether existing on the Effective Date or thereafter incurred or created, under or with respect to a VFC Certificate and the Exchangeable Company Interest.

**"Series"** shall mean any series of Investor Certificates and any related Subordinated Company Interests, the terms of which are set forth in a Supplement.

**"Series 2000-1 Issuance Date"** shall have the meaning assigned to such term in the Supplement with respect to the Series 2000-1 Variable Funding Certificates.

**"Series 2001-1 Indenture Supplement"** shall mean the Series 2001-1 Supplement dated as of June 26, 2001 to Base Indenture among Huntsman International Asset-Backed Securities Ltd, The Chase Manhattan Bank, London Branch and Chase Manhattan Bank (Ireland)

plc.

**“Series 2001-1 Redemption Date”** shall mean the date upon which the Series 2001-1 Term Certificates (as defined in the Series 2001-1 Supplement) and the Series 2001-1 Notes (as defined in the Series 2001-1 Indenture Supplement) have been paid in full.

**“Series 2001-1 Supplement”** shall mean the Series 2001-1 Supplement dated as June 26, 2001 to Amended and Restated Pooling Agreement among the Company, the Master Servicer and the Trustee.

**“Series Account”** shall mean any deposit, trust, escrow, reserve or similar account maintained for the benefit of the Investor Certificateholders and the holders of the related Subordinated Company Interest of any Series or Class, as specified in any Supplement.

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**“Series Amount”** shall mean any amount which is held in any Series Concentration Account and **“Series Amounts”** shall mean all such amounts.

**“Series Concentration Account”** shall mean any account established by the Trustee for the benefit of the Investor Certificateholders which is established as a Series Concentration Account as contemplated in **Section 3.01(a)** of the Pooling Agreement.

**“Series Concentration Subaccount”** shall have the meaning assigned to such term in **Section 3.01(a)** of the Pooling Agreement.

**“Series Non-Principal Concentration Subaccount”** shall have the meaning assigned in **Section 3.01(a)** of the Pooling Agreement.

**“Series Principal Concentration Subaccount”** shall have the meaning assigned in **Section 3.01(a)** of the Pooling Agreement.

**“Series Termination Date”** shall have, with respect to any Series, the meaning assigned in the related Supplement for such Series.

**“Servicer Advance”** shall mean amounts deposited in any Approved Currency by the Master Servicer out of its own funds into any Series Concentration Account pursuant to **Section 2.06(a)** of the Servicing Agreement.

**“Servicer Advanced Reimbursement Amount”** means any amount received or deemed to be received by the Master Servicer pursuant to **Section 2.06(b)** of the Servicing Agreement and **Sections 3A.03(b)** of the related Supplement of a Servicer Advance made out of its own funds.

**“Servicer Guarantor”** shall mean Huntsman International LLC and its successors and assigns.

**“Servicing Agreement”** shall mean the Second Amended and Restated Servicing Agreement, April 18, 2006, among the Company, the Master Servicer, the Servicer Guarantor and the Trustee, as such agreement may be amended, supplemented or otherwise modified and in effect from time to time.

**“Servicing Fee”** shall have the meaning assigned to such term in **Section 2.05(a)** of the Servicing Agreement.

**“Servicing Fee Percentage”** shall mean 1.0% per annum.

**“Servicing Guarantee”** shall mean the Servicing Guarantee under **Article VII** of the Servicing Agreement, executed by the Servicer Guarantor in favor of the Company and the Trustee on behalf of the Trust for the benefit of the Certificateholders.

**“Servicing Reserve Ratio”** shall mean, as of any Settlement Report Date and continuing (but not including) until the next Settlement Report Date, an amount (expressed as a percentage) equal to (i) the product of (A) the Servicing Fee Percentage and (B) 2.0 times Days Sales Outstanding as of such earlier Settlement Report Date **divided by** (ii) 360.

**“Settlement Period”** shall mean initially the period commencing December 21, 2000 and ending on January 31, 2000. Thereafter, Settlement Period shall mean each fiscal month of the Master Servicer.

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**“Settlement Report Date”** shall mean, except as otherwise set forth in the applicable Supplement, the 12<sup>th</sup> day of each calendar month or, if such 12<sup>th</sup> day is not a Business Day, the next succeeding Business Day.

**“Share”** shall mean a share held in the Company as described in the Limited Liability Company Agreement comprising all rights held and obligations owed by the holder of such share under the terms of the Limited Liability Company Agreement and applicable law.

**“Shareholder”** shall mean a holder of Shares in the Company.

**“Significant Subsidiary”** shall mean a subsidiary of Huntsman International whose assets comprise five percent (5%) or more of the Consolidated Total Assets of Huntsman International and its consolidated subsidiaries.

“**Spanish Originator**” shall mean any of (i) Tioxide Europe S.L., (ii) Huntsman Performance Products Spain S.L. (f/k/a Huntsman Surface Sciences Iberica S.L.) and (iii) after the Initial Issuance Date, any Approved Originator incorporated in Spain.

“**Spanish Receivables**” shall mean the Receivables originated by a Spanish Originator and sold to Huntsman International, then contributed transferred, assigned and conveyed to the Company with respect to which a Participation and security interest were granted by the Company to the Trust.

“**Spanish Receivables Purchase Agreement**” shall mean the Spanish Receivables Purchase Agreement between, inter alia, the Spanish Originators and the Contributor (as amended, supplemented or otherwise modified from time to time in accordance with the Transaction Documents), and attached as Attachment 2 to the Omnibus Receivables Purchase Agreement.

“**Special Allocation Settlement Report Date**” shall have the meaning assigned to such term in **Section 3.01(g)(i)** of the Pooling Agreement.

“**Specified Bankruptcy Opinion Provisions**” shall mean the factual assumptions (including those contained in the factual certificate referred to therein) and the actions to be taken by each U.S. Originator and the Company in the legal opinion of Baker & McKenzie LLP relating to certain bankruptcy matters delivered on each Issuance Date.

“**Spot Rate**” shall mean, the weighted average rate or rates (weighted, if applicable or to the extent applicable), as of any date of determination, (i) for amounts hedged under the FX Hedging Policy with an FX Forward Transaction, the foreign exchange rate provided under such FX Forward Transaction for which Pound Sterling, Euro or other Approved Currency can be exchanged for U.S. Dollars on such date of determination; and (ii) for all other amounts, the foreign exchange rate provided by the FX Counterparty or the Trustee for which Pound Sterling, Euro or other Approved Currency can be exchanged for U.S. Dollars on such date of determination.

“**Standby Liquidation System**” shall mean a system satisfactory to the Liquidation Servicer by which the Liquidation Servicer will receive and store electronic information regarding Receivables from the Master Servicer which may be utilized in the event of a liquidation of the Receivables to be carried out by the Liquidation Servicer.

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“**State/Local Government Obligor**” shall mean any state of the United States or local government thereof or any subdivision thereof or any agency, department, or instrumentality thereof.

“**Statutory Reserves**” shall mean a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one **minus** the aggregate of the maximum reserve percentages (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by the Board of Governors and any other banking authority, domestic or foreign, to which any Funding Agent is subject for new negotiable nonpersonal time deposits in dollars of over \$100,000 with maturities approximately equal to three months. Statutory Reserves shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

“**Sterling**” shall mean the legal currency of the United Kingdom.

“**Subordinated Company Interests**” shall mean in relation to any Series, the entitlement to receive the amounts which are specified in the relevant Supplement as being payable to the holder of the Subordinated Company Interests for the Series concerned; such amounts designated to be paid out of the relevant Series Concentration Accounts and any subaccounts thereof, in each case to the extent not required to be distributed to or for the benefit of the **Investor** Certificateholders of the relevant Series.

“**Subordinated Interest Amount**” shall have, with respect to any Outstanding Series, the meaning assigned in the related Supplement for such Outstanding Series.

“**Subordinated Interest Register**” shall have the meaning assigned to such term in **Section 5.11(d)** of the Pooling Agreement.

“**Subordinated Loan**” shall mean a loan by the Contributor to the Trust pursuant to **Sections 5.01** and **11.16** of the Series 2000-1 Supplement or equivalent provisions of any other Indenture Supplement.

“**Subsidiary**” shall mean, as to any Person, a corporation, partnership or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person.

“**Successor Master Servicer**” shall mean (a) prior to the occurrence of a Master Servicer Default, and upon receipt by the Trustee of a Termination Notice or Resignation Notice, a Person nominated by the Master Servicer or a Person appointed by the Trustee which, at the time of its appointment as Servicer (i) is legally qualified and has the corporate power and authority to service the Receivables participated to the Trust, (ii) is approved by each Funding Agent, (iii) has demonstrated the ability to service a portfolio of similar receivables in accordance with high standards of skill and care in the sole determination of the Master Servicer or the Trustee, and (iv) has accepted its appointment by a written assumption in a form acceptable to the Trustee (b) following the occurrence of a Master Servicer Default, from the Liquidation Servicer Commencement Date, PricewaterhouseCoopers as

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the Liquidation Servicer; **provided** that no such Person shall be an Successor Servicer if it is a direct competitor of Huntsman (Europe) BVBA or any Significant Subsidiary.

“**Supplement**” shall mean, with respect to any Series, a supplement to the Pooling Agreement complying with the terms of the Pooling Agreement, executed by the Company, the Master Servicer, the Trustee, the Servicer Guarantor and other parties listed therein in conjunction with the issuance of any Series.

“**Target Receivables Amount**” shall have, with respect to any Outstanding Series, the meaning specified in the related Supplement, or Annex of definitions relating thereto, as the Series Target Receivables Amount for such Outstanding Series.

“**Taxes**” shall mean any present or future income, stamp or other taxes, levies, imposts, duties, charges, fees, deductions or withholdings, now or hereafter imposed, levied, collected, withheld or assessed by any Governmental Authority.

“**Tax Opinion**” shall mean, unless otherwise specified in the Supplement for any Series with respect to such Series or any Class within such Series, with respect to any action, an Opinion of Counsel of one or more outside law firms to the effect that, for United States federal income tax purposes, (i) such action will not adversely affect the characterization as debt of any Investor Certificates of any Outstanding Series or Class not retained by the Company, (ii) in the case of **Section 5.11** of the Pooling Agreement, the Investor Certificates of the new Series that are not retained by the Company will be characterized as debt and (iii) the Trust will be disregarded as an entity separate from the Company for U.S. federal income tax purposes.

“**Term Certificates**” shall mean any and all Series of shares, interests, Participations or other equivalent instruments representing fractional undivided interests in the Participation granted by the Company to the Trust with respect to the receivables, as specified in the Supplement related to such Series.

“**Termination Notice**” shall have the meaning assigned to such term in **Section 6.01** of the Servicing Agreement.

“**Timely Payment Accrual**” shall mean, for the purposes of determining the Aggregate Receivables Amount, an aggregate amount of Timely Payment Discounts as of the Business Day immediately preceding the date of such determination.

“**Timely Payment Discount**” shall mean, with respect to any date of determination, a cash discount relating to the Receivables contributed by the Contributor to the Company (directly or indirectly), and granted by the Originators to the Obligor(s), as stipulated in the Contract.

“**Tioxide Americas**” shall mean Tioxide Americas Inc., a corporation organized under the laws of The Cayman Islands, and its successors and permitted assigns.

“**Transaction Documents**” shall mean the collective reference to the Pooling Agreement, the Servicing Agreement, each Supplement with respect to any Outstanding Series, the Origination Agreements, the Investor Certificates and any other documents delivered pursuant to or in connection therewith.

“**Transactions**” shall mean the transactions contemplated under each of the Transaction Documents.

“**Transfer Agent and Registrar**” shall have the meaning assigned to such term in **Section 5.03(a)** of the Pooling Agreement and shall initially be the Trustee.

“**Transferred Agreements**” shall have the meaning assigned to such term in **Section 2.01(a)(vii)** of the Pooling Agreement.

“**Transferred Business Effective Date**” shall mean June 29, 2007.

“**Trust**” shall mean the Huntsman Master Trust created by the Pooling Agreement.

“**Trust Termination Date**” shall have the meaning assigned in **Section 9.01(a)** of the Pooling Agreement.

“**Trustee**” shall mean the institution executing the Pooling Agreement as trustee, or its successor in interest, or any successor trustee appointed as therein provided.

“**Trustee Force Majeure Delay**” shall mean any cause or event that is beyond the control and not due to the gross negligence of the Trustee that delays, prevents or prohibits the Trustee’s performance of its duties under **Article VIII** of the Pooling Agreement, including acts of God, floods, fire, explosions of any kind, snowstorms and other irregular weather conditions, unanticipated employee absenteeism, mass transportation disruptions, any power failure, telephone failure or computer failure in the office of the Trustee, including failure of the bank wire system utilized by the Trustee or any similar system or failure of the Fed Wire system operated by the Federal Reserve Bank of New York and all similar events. The Trustee shall notify the Company as soon as reasonably possible after the beginning of any such delay.

“**UCC**” shall mean the Uniform Commercial Code, as amended from time to time, as in effect in any specified jurisdiction.



**“UK Originator”** shall mean any of (i) Tioxide Europe Limited, (ii) Huntsman Surface Sciences UK Ltd. and (iii) after the Initial Issuance Date, any Approved Originator which originates Receivables to Obligor located in the United Kingdom.

**“UK Originator Daily Report”** shall mean the report prepared by any UK Originator and attached to any offer Letter and forming part of any offer made by any UK Originator pursuant to **Section 2.1** of the UK Receivables Purchase Agreement substantially in the Form of **Schedule 2** to the UK Receivables Purchase Agreement;

**“UK Receivables”** shall mean the Receivables originated by a UK Originator and sold to Huntsman International, then contributed, transferred, assigned and conveyed to the Company and thereafter participated by the Company to the Trust.

**“UK Receivables Purchase Agreement”** shall mean the Amended and Restated UK Receivables Purchase Agreement among Huntsman International, as purchaser, Tioxide Europe Limited, Huntsman Petrochemicals (UK) Limited and Huntsman Surface Sciences UK Ltd., as originators, and Huntsman (Europe) B.V.B.A., as master servicer, as amended, supplemented or otherwise modified from time to time in accordance with the Transaction Documents.

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**“UK Tax Opinion”** shall mean an opinion of Clifford Chance Limited Liability Partnership relating to the United Kingdom taxation treatment of the Company in connection with the transaction documents.

**“United States”** for purposes of geographic description shall mean the United States of America (including the States and the District of Columbia), its territories, its possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands) and other areas subject to its jurisdictions.

**“United States Person”** shall mean an individual who is a citizen or resident of the United States, or a corporation, partnership or other entity created or organized in or under the laws of the United States or any political subdivision thereof, or an estate or trust the income of which is subject to U.S. federal income taxation regardless of its source.

**“U.S. Dollars”** shall mean the legal currency of the United States of America.

**“U.S. Dollar Shortfall”** shall have the meaning specified in **Section 3.01(d)(ii)** of the Pooling Agreement.

**“U.S. Government Obligor”** shall mean the United States government or any subdivision thereof or any agency, department or instrumentality thereof.

**“U.S. Originator”** shall mean (i) Huntsman International LLC, (ii) Tioxide Americas Inc., (iii) Huntsman Propylene Oxide Ltd., (iv) Huntsman International Fuels L.P., (v) Huntsman Ethyleneamines Ltd., (vi) Huntsman Petrochemical Corporation., (vii) Huntsman Advanced Materials Americas Inc. and (viii) after the Initial Issuance Date, any Approved Originator which originates Receivables to Obligor located in the United States.

**“U.S. Receivables”** shall mean the Receivables originated by a U.S. Originator and contributed, transferred, assigned and conveyed to the Company directly or indirectly and thereafter participated by the Company to the Trust.

**“U.S. Receivables Purchase Agreement”** means the Second Amended and Restated U.S. Receivables Purchase Agreement dated as of April 18, 2006, among Huntsman International LLC, as purchaser, and Tioxide Americas Inc., Huntsman Propylene Oxide Ltd., Huntsman International Fuels L.P. and Huntsman Ethyleneamines Ltd., each as a seller and an originator, as amended, supplemented or otherwise modified from time to time in accordance with the Transaction Documents.

**“Variable Funding Certificate”** or **“VFC Certificate”** shall have the meaning assigned in **Section 5.11(a)** of the Pooling Agreement.

**“Volume Rebate”** shall mean a discount periodically granted by the Originator to Obligor, as stipulated in the Contract for achieving certain sales volume.

**“Volume Rebate Accrual”** shall mean, with respect to any date of determination, for the purposes of determining the Aggregate Receivables Amount, the aggregate amount of outstanding Volume Rebate balances of Receivables as of the Business Day immediately preceding the date of such determination.

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**“Withdrawal Liabilities”** shall mean liability to a Multiemployer Plan, as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

**“Withholding Tax Reserve Account”** shall have the meaning assigned to such term in **Section 3.01(a)(vi)** of the Pooling Agreements.

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**HUNTSMAN MASTER TRUST  
SECOND AMENDED AND RESTATED  
SERIES 2000-1 SUPPLEMENT**

**Dated as of November 13, 2008**

**to**

**SECOND AMENDED AND RESTATED POOLING AGREEMENT**

**Dated as of April 18, 2006**

**Among**

**HUNTSMAN RECEIVABLES FINANCE LLC,**  
as Company

**HUNTSMAN (EUROPE) BVBA,**  
as Master Servicer

**THE SEVERAL FINANCIAL INSTITUTIONS PARTY HERETO AS FUNDING AGENTS,**

**THE SERIES 2000-1 CONDUIT PURCHASERS PARTY HERETO,**

**THE SEVERAL FINANCIAL INSTITUTIONS PARTY HERETO AS SERIES 2000-1 APA BANKS,**

**J.P. MORGAN SECURITIES LTD.,**  
as Book Runner and Mandated Lead Arranger

**JPMORGAN CHASE BANK, N.A.,**  
as Administrative Agent

and

**BNY FINANCIAL SERVICES PLC,**  
as Trustee

**SIDLEY AUSTIN LLP  
WOOLGATE EXCHANGE  
25 BASINGHALL STREET  
LONDON EC2V 5HA  
TELEPHONE 020 7360 3600  
FACSIMILE 020 7626 7937  
REF: //30508-30240**

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This Second Amended and Restated Series 2000-1 SUPPLEMENT dated as of November 13, 2008 (as the same may be amended, supplemented, restated or otherwise modified from time to time, this “**Supplement**”), is made among Huntsman Receivables Finance LLC (the “**Company**”), a Delaware limited liability company, Huntsman (Europe) BVBA (the “**Master Servicer**”), a company organized under the laws of Belgium, the conduit purchasers party hereto from time to time as Series 2000-1 Conduit Purchasers (the “**Series 2000-1 Conduit Purchasers**”), the several financial institutions party hereto from time to time as Series 2000-1 APA banks (the “**Series 2000-1 APA Banks**”), the several financial institutions party hereto from time to time as funding agents (the “**Funding Agents**”), J.P. Morgan Securities Ltd., as Book Runner and Mandated Lead Arranger, JPMorgan Chase Bank, N.A., as administrative agent (the “**Administrative Agent**”) and BNY Financial Services plc, as trustee (the “**Trustee**”).

WITNESSETH:

WHEREAS, the Company, the Master Servicer and the Trustee have entered into the Pooling Agreement, dated as of December 21, 2000, as amended and restated on June 26, 2001 and April 18, 2006 (as in effect on the date hereof and as the same may be amended, supplemented, restated or otherwise modified from time to time, the **"Pooling Agreement"**);

WHEREAS, the Pooling Agreement provides, among other things, that the Company, the Master Servicer and the Trustee may at any time and from time to time enter into supplements to the Pooling Agreement for the purpose of authorizing the issuance, by the Company, of one or more Series of Investor Certificates on behalf of the Trust, for execution and redelivery to the Trustee for authentication;

WHEREAS, pursuant to the Series 2000-1 Supplement dated as of December 21, 2000, as the same may heretofore have been amended, supplemented, restated or otherwise modified from time to time, (the **"Existing Series 2000-1 Supplement"**), the Company, the Master Servicer, the Trustee, the "Series 2000-1 Conduit Purchasers" party thereto, and the "Series 2000-1 APA Banks" party thereto, and the other parties to the Existing Series 2000-1 Supplement, supplemented the Pooling Agreement to provide among other matters for the issuance of a Variable Funding Certificate;

WHEREAS, the Series 2000-1 Conduit Purchasers and the 2000-1 APA Banks are the Investor Certificateholders and hereby represent and warrant that they are the holders of the entire principal amount of Investor Certificates issued pursuant to the Series 2000-1 Supplement; and

WHEREAS the Company, the Master Servicer, the Trustee, the Series 2000-1 Conduit Purchasers, the Series 2000-1 APA Banks and the Funding Agents wish to amend and restate the Existing Series 2000-1 Supplement on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereto agree as follows:

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**ARTICLE I**

**DEFINITIONS**

**SECTION 1.01 Definitions.**

Capitalized terms used herein shall unless otherwise defined or referenced herein, have the meanings assigned to such terms in **Annex X** (as amended, supplemented, restated or otherwise modified from time to time) to the Pooling Agreement or **Schedule III** to this Supplement.

**SECTION 1.02 Other Definitional Provisions.**

- (a) All terms defined or incorporated by reference in this Supplement shall have such defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein.
- (b) As used herein and in any certificate or other document made or delivered pursuant hereto or thereto, accounting terms not defined herein or incorporated by reference herein, and accounting terms partly defined herein or incorporated by reference herein to the extent not defined, shall have the respective meanings given to them under GAAP. To the extent that the definitions of accounting terms herein or incorporated by reference herein are inconsistent with the meanings of such terms under GAAP, the definitions contained herein or incorporated by reference herein shall control.
- (c) The words **"hereof"**, **"herein"** and **"hereunder"** and words of similar import when used in this Supplement shall refer to this Supplement as a whole and not to any particular provision of this Supplement; and Section, Schedule, Exhibit and Appendix references contained in this Supplement are references to Sections, Schedules, Exhibits and Appendices in or to this Supplement unless otherwise specified.
- (d) The definitions contained herein or incorporated by reference herein are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms.
- (e) Any reference herein or in any other Transaction Document to a provision of the Bankruptcy Code, Code, ERISA, 1940 Act or the UCC shall be deemed a reference to any successor provision thereto.
- (f) Any reference herein to a Schedule, Exhibit or Appendix to this Supplement shall be deemed to be a reference to such Schedule, Exhibit or Appendix as it may be amended, restated, supplemented or otherwise modified from time to time to the extent that such Schedule, Exhibit or Appendix may be amended, restated, supplemented or otherwise modified (or any term or provision of any Transaction Document may be amended that would have the effect of amending, restating, supplementing or otherwise modifying information contained in such Schedule, Exhibit or Appendix) in compliance with the terms of the Transaction Documents.

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- (g) Any reference in this Supplement to any representation, warranty or covenant “deemed” to have been made is intended to encompass only representations, warranties or covenants that are expressly stated to be repeated on or as of dates following the execution and delivery of this Supplement, and no such reference shall be interpreted as a reference to any implicit, inferred, tacit or otherwise unexpressed representation, warranty or covenant.
- (h) The words “**include**”, “**includes**” or “**including**” shall be interpreted as if followed, in each case, by the phrase “without limitation”.
- (i) References to the Series 2000-1 Supplement in any other document or agreement inclusive of the Transaction Documents shall be deemed to be references to this Supplement as amended and restated on the date hereof and as amended, restated, supplemented or otherwise modified from time to time and all assignments hereof.
- (j) References to any other Transaction Document or any other document or agreement in this Supplement shall be deemed to be references to any such document or agreement as amended, restated, supplemented or otherwise modified from time to time.

### **SECTION 1.03            Calculations.**

All calculations under the Pooling Agreement and this Supplement shall be in U.S. Dollars so that for purposes of calculating or determining any Invested Amount, any Invested Percentage, Series 2000-1 Invested Amount, Series 2000-1 Purchaser Invested Amount, the Aggregate Receivables Amount, the Series 2000-1 Allocated Receivables Amount, any Target Receivables Amount, the Series 2000-1 Target Receivables Amount, the Series 2000-1 Maximum Invested Amount and the Series 2000-1 Percentage Factor and any term or amount incorporated into any of the foregoing definitions or calculations, amounts denominated in a currency other than U.S. Dollars shall be converted on a **pro forma** basis into U.S. Dollars at the Spot Rate as in effect on the date of the relevant calculation or determination.

## **ARTICLE II**

### **DESIGNATION OF SERIES 2000-1 VFC CERTIFICATES; PURCHASE AND SALE OF THE SERIES 2000-1 VFC CERTIFICATES**

#### **SECTION 2.01            Designation.**

The Investor Certificates and interests created and authorized pursuant to the Pooling Agreement and this Supplement shall be designated as (i) the “**Series 2000-1 U.S. Dollar VFC Certificates**”, the “**Series 2000-1 Euro VFC Certificates**” and the “**Series 2000-1 Sterling VFC Certificates**” (together, the “**Series 2000-1 VFC Certificates**”) and (ii) subordinated interests as described in **Section 2.02(b)**.

#### **SECTION 2.02            The Series 2000-1 VFC Certificates and Series 2000-1 Subordinated Interests.**

- (a) The Series 2000-1 VFC Certificates will represent fractional undivided interests in the Participation and security interest granted by the Company to the Trustee for the benefit of the Investor Certificateholders under the Pooling Agreement, consisting of the right of the Series 2000-1 VFC Certificateholders to receive the distributions specified herein out of (i) the Series 2000-1 Invested Percentage (expressed as a decimal) of Participation Amounts with respect to Collections received with respect to the Receivables and all other funds on deposit in the Collection Accounts and (ii) to the extent such interests appear herein, all other funds on deposit in the Series 2000-1 Accounts (collectively, the “**Series 2000-1 VFC Certificateholder Interests**”).
- (b) The Company shall be entitled to receive, in consideration of the grant of the Participation and security interest under the Pooling Agreement, the payments specified herein from the funds on deposit in the Series 2000-1 Accounts and any subaccounts thereof, in each case to the extent not required to be distributed to or for the benefit of the Series 2000-1 VFC Certificateholders (the “**Series 2000-1 Subordinated Interests**”). The Series 2000-1 VFC Certificateholders hereby authorize the Trustee to make the payments referred to in the preceding sentence out of the funds on deposit in the Series 2000-1 Accounts by way of consideration payable to the Company as referred to above. The Exchangeable Company Interests, the Series 2000-1 Subordinated Interests and any other Subordinated Company Interests outstanding from time to time shall represent the exclusive beneficial ownership interest owned by the Company in the Participation Assets.
- (c) The Series 2000-1 U.S. Dollar VFC Certificates, the Series 2000-1 Euro VFC Certificates and the Series 2000-1 Sterling VFC Certificates shall be substantially in the form of **Exhibits A-1, A-2 and A-3**, respectively, and shall, upon issue, be executed by the Trustee (on behalf of the Trust and without the Trustee incurring any personal liability in respect of the Investor Certificates) and will be authenticated and redelivered by the Trustee as provided in **Section 2.04** of this Supplement and **Section 5.02** of the Pooling Agreement. The Series 2000-1 U.S. Dollar VFC Certificates, the Series 2000-1 Euro VFC Certificates and the Series 2000-1 Sterling VFC Certificates shall be issued in the form of definitive certificates, each registered in the name of the Funding Agent for the applicable VFC Purchaser Group for the benefit of the Series 2000-1 Purchasers for that VFC Purchaser Group, from time to time, as the holder thereof. The Series 2000-1 Subordinated Interests, the Exchangeable Company Interest and any other Subordinated Company Interests outstanding from time to time will be uncertificated.

- (a) **Initial Purchase.** Subject to the terms and conditions of this Supplement, each of the Existing Series 2000-1 VFC Certificateholders agrees to surrender its Existing Series 2000-1 VFC Certificate on the Series 2000-1 Issuance Date in exchange for the issuance of new Series 2000-1 VFC Certificates and for the payments provided in the payment instruction letter among the Funding Agents, the Company and the Master Servicer entered into on or about the

date hereof. Subject to the terms and conditions of this Supplement, including delivery of notice (if any) required by **Section 2.05**,

- (i) on the Series 2000-1 Issuance Date, (A) each Series 2000-1 Conduit Purchaser may, in its sole discretion, purchase Series 2000-1 VFC Certificate(s) denominated in the currency of each VFC Purchaser Currency Group to which it belongs, in an amount equal to its respective VFC Currency Pro Rata Share of the Series 2000-1 Initial Invested Amount, or (B) if any Series 2000-1 Conduit Purchaser shall have notified the Funding Agent for such Series 2000-1 Conduit Purchaser's VFC Purchaser Group that it has elected not to purchase a Series 2000-1 VFC Certificate on the Series 2000-1 Issuance Date, each Series 2000-1 APA Bank for the applicable VFC Purchaser Group hereby severally agrees to purchase on the Series 2000-1 Issuance Date such Series 2000-1 VFC Certificate Interest, which Series 2000-1 VFC Certificate Interest of each Series 2000-1 APA Bank will be reflected on the schedule attached as **Schedule I** to the Series 2000-1 VFC Certificate, in an amount equal to such Series 2000-1 APA Bank's Series 2000-1 Currency Commitment Percentage of the Series 2000-1 Initial Invested Amount; and
- (ii) thereafter, (A) if any Series 2000-1 Conduit Purchaser shall have purchased a Series 2000-1 VFC Certificate on the Series 2000-1 Issuance Date, such Series 2000-1 Conduit Purchaser may, in its sole discretion, maintain such Series 2000-1 VFC Certificate, subject to increase or decrease during the Series 2000-1 Revolving Period, in accordance with the provisions of this Supplement and (B) if the Series 2000-1 APA Banks with respect to a VFC Purchaser Group shall have purchased a Series 2000-1 VFC Certificate Interest on the Series 2000-1 Issuance Date or, in any case, on or after the Series 2000-1 Purchase Date, each Series 2000-1 APA Bank with respect to such VFC Purchaser Group hereby severally agrees to maintain its Series 2000-1 VFC Certificate Interest, subject to increase or decrease during the Series 2000-1 Revolving Period, in accordance with the provisions of this Supplement.

The Company hereby agrees to maintain ownership of the Series 2000-1 Subordinated Interests, subject to increase or decrease during the Series 2000-1 Revolving Period, in accordance with **Section 2.05** or **Section 2.07** (as applicable). Payments by the Series 2000-1 Conduit Purchasers in respect of the Series 2000-1 VFC Certificates or the Series 2000-1 APA Banks in respect of the Series 2000-1 VFC Certificate Interests shall be made in immediately available funds on the Series 2000-1 Issuance Date to the Trust.

- (b) **Series 2000-1 APA Banks Commitment.** Subject to the terms and conditions of this Supplement, each Series 2000-1 APA Bank shall be deemed to have severally agreed, by its acceptance of its Series 2000-1 VFC Certificate Interest, to maintain its Series 2000-1 VFC Certificate Interest, subject to increase or decrease during the Series 2000-1 Revolving Period, in accordance with the provisions of this Supplement and the Series 2000-1 Asset Purchase Agreement with respect to its VFC Purchaser Group.

- (c) **Maximum Series 2000-1 Purchaser Invested Amount.** Notwithstanding anything to the contrary contained in this Supplement, at no time shall the aggregate of the Series 2000-1 Purchaser U.S. Dollar Invested Amount, the Series 2000-1 Purchaser Euro Invested Amount and the Series 2000-1 Purchaser Sterling Invested Amount (calculated without regard to **clauses (c)(iv)** and **(v)** of the applicable definition thereof but with regard to **clause (d)** of the definition of Series 2000-1 Purchaser Euro Invested Amount and Series 2000-1 Purchaser Sterling Invested Amount) of:
- (i) any Series 2000-1 Conduit Purchaser exceed an amount equal to the aggregate of the Series 2000-1 Adjusted Commitments at such time of the Series 2000-1 APA Banks in such Series 2000-1 Conduit Purchaser's VFC Purchaser Group; or
- (ii) any Series 2000-1 APA Bank exceed an amount equal to such Series 2000-1 APA Bank's Series 2000-1 Adjusted Commitment at such time.
- (d) **Allocations Among Currency of Certificates.** All fundings with respect to (i) the Series 2000-1 Euro VFC Certificate and Series 2000-1 Purchaser Euro Invested Amounts shall be allocated solely to the Euro VFC Purchaser Groups, and (ii) the Series 2000-1 Sterling VFC Certificate and Series 2000-1 Purchaser Sterling Invested Amounts shall be allocated solely to the Sterling VFC Purchaser Groups, respectively. So long as any Series 2000-1 Euro Investment Amount or Series 2000-1 Sterling Investment Amount is outstanding and there is a Dollar Only VFC Purchaser Group:
- (i) all fundings with respect to the Series 2000-1 U.S. Dollar VFC Certificate and Series 2000-1 Purchaser U.S.



Dollar Invested Amounts shall be allocated first to each Dollar Only VFC Purchaser Group to the extent necessary for each Dollar Only VFC Purchaser Group to be able to fund its respective VFC Pro Rata Share of the Series 2000-1 Invested Amount (up to and limited to the extent of the amount of such Dollar funding); and

- (ii) to the extent that after giving effect to **clause (i)** above: (A) the VFC Purchaser Invested Amount with respect to each VFC Purchaser Group is in accordance with its respective VFC Pro Rata Share, then the remaining amount of the requested Dollar funding shall be allocated among the VFC Purchaser Groups in accordance with their respective VFC Pro Rata Shares, and (B) the allocation of Dollar fundings pursuant to **clause (i)** above is not sufficient to result in the VFC Purchaser Invested Amount with respect to each VFC Purchaser Group to be in accordance with its respective VFC Pro Rata Share, then the Series 2000-1 VFC Certificates and Series 2000-1 Purchaser Invested Amounts shall be funded on a non *pro rata* basis, in each case subject to the limits set forth in **Section 2.03(c)**.

#### **SECTION 2.04            Delivery.**

On the Series 2000-1 Issuance Date, the Master Servicer shall direct the Trustee in writing pursuant to **Section 5.02** of the Pooling Agreement to execute and duly authenticate, and the

Trustee, upon receiving such direction, shall so authenticate each Series 2000-1 VFC Certificate in the name of the Funding Agent for the applicable VFC Purchaser Group and deliver such Series 2000-1 VFC Certificate to the Funding Agent for the benefit of the Series 2000-1 Conduit Purchaser or the Series 2000-1 APA Banks, as the case may be, for that VFC Purchaser Group, in accordance with such written directions. The Series 2000-1 U.S. Dollar VFC Certificates shall be issued in an initial amount of \$1,000,000 and in integral multiples of \$100,000 in excess thereof. The Series 2000-1 Euro VFC Certificate shall be issued in an initial amount of €1,000,000 and in integral multiples of €100,000 in excess thereof. The Series 2000-1 Sterling VFC Certificate shall be issued in an initial amount of £1,000,000 and in integral multiples of £100,000 in excess thereof. The Trustee shall mark on its books the actual Series 2000-1 Invested Amount and Series 2000-1 Subordinated Interest Amount outstanding on any date of determination, which, absent manifest error, shall constitute *prima facie* evidence of the outstanding Series 2000-1 Invested Amount and Series 2000-1 Subordinated Interest Amount from time to time. The Trustee shall remit to the Company by wire transfer to the account designated by the Company the purchase price received from each Series 2000-1 Purchaser.

#### **SECTION 2.05            Procedure for Initial Issuance and for Increasing the Series 2000-1 Invested Amount.**

- (a) Subject to **Section 2.05(c)**, (I) on the Series 2000-1 Issuance Date, each Series 2000-1 Conduit Purchaser may agree, in its sole discretion, to purchase a Series 2000-1 VFC Certificate, and each Series 2000-1 APA Bank hereby agrees to purchase a Series 2000-1 VFC Certificate in accordance with **Section 2.03** and (II) on any Business Day during the Series 2000-1 Commitment Period, each Series 2000-1 Conduit Purchaser may agree, in its sole discretion, and each Series 2000-1 APA Bank hereby agrees, that the Series 2000-1 Invested Amount may be increased by increasing each Series 2000-1 Purchaser's Series 2000-1 Purchaser U.S. Dollar Invested Amount, Series 2000-1 Purchaser Euro Invested Amount or Series 2000-1 Purchaser Sterling Invested Amount (each, a "**Series 2000-1 Increase**"), upon the request of the Master Servicer (each date on which an increase in the Series 2000-1 U.S. Dollar Invested Amount, Series 2000-1 Euro Invested Amount or Series 2000-1 Sterling Invested Amount occurs hereunder being herein referred to as the "**Series 2000-1 Increase Date**" applicable to such Series 2000-1 Increase); **provided, however**, that the Master Servicer shall have given to each Funding Agent (with a copy to the Administrative Agent and the Trustee) irrevocable written notice (effective upon receipt), substantially in the form of **Exhibit F** hereto, of such request no later than:
  - (i) 7:00 a.m., New York City time, three (3) Business Days (or, if such notice relates to the Series 2000-1 Purchaser U.S. Dollar Invested Amount, two (2) Business Days) prior to the Series 2000-1 Issuance Date or such Series 2000-1 Increase Date, as the case may be, in the case of any Series 2000-1 Increase Date occurring prior to the occurrence of a Conduit Purchaser Termination Event with respect to a relevant VFC Purchaser Group if all or a portion of the Series 2000-1 Initial Invested Amount or Series 2000-1 Increase Amount is to be allocated to a Series 2000-1 CP Tranche upon notice given pursuant to **Section 3A.04(c)(i)**; or

- (ii) (x) 7:00 a.m., New York City time, on the Series 2000-1 Issuance Date or such Series 2000-1 Increase Date, as the case may be, if, after the occurrence of a Conduit Purchaser Termination Event with respect to a relevant VFC Purchaser Group or any Series 2000-1 Purchase Date with respect to a relevant VFC Purchaser Group, the Series 2000-1 Initial Invested Amount or Series 2000-1 Increase Amount is to be priced with respect to a relevant VFC Purchaser Group solely with reference to the ABR, or (y) 7:00 a.m., New York City time, three (3) Business Days prior to the Series 2000-1 Issuance Date or such Series 2000-1 Increase Date, as the case may be, if, after the occurrence of a Conduit Purchaser Termination Event with respect to a relevant VFC Purchaser Group or any Series 2000-1 Purchase Date with respect to a relevant VFC Purchaser Group, all or a portion of the Series 2000-1 Initial Invested Amount or Series 2000-1 Increase Amount is to be allocated with respect to a relevant VFC Purchaser Group to a Series 2000-1 Eurocurrency Tranche upon notice given pursuant to **Section 3A.04(c)(ii)**.

Each notice shall state (x) the Series 2000-1 Issuance Date or the Series 2000-1 Increase Date, as the case may be, (y) the Series 2000-1 Initial U.S. Dollar Invested Amount, the Series 2000-1 Initial Euro Invested Amount, the Series 2000-1 Initial Sterling Invested Amount or the proposed amount and currency of such Series 2000-1 Increase with respect to each Class of Series 2000-1 VFC Certificates (the “**Series 2000-1 Increase Amount**”), as the case may be, and (z) on and after the occurrence of a Conduit Purchaser Termination Event with respect to a relevant VFC Purchaser Group or any Series 2000-1 Purchase Date with respect to a relevant VFC Purchaser Group, the portions of the Series 2000-1 Initial U.S. Dollar Invested Amount, the Series 2000-1 Initial Euro Invested Amount and the Series 2000-1 Initial Sterling Invested Amount or the Series 2000-1 Increase Amount in respect thereof (as the case may be) that will be allocated to a Series 2000-1 Eurocurrency Tranche and the Series 2000-1 Floating Tranche with respect to a relevant VFC Purchaser Group. Each Series 2000-1 Increase in a specified currency shall be allocated between the respective VFC Purchaser Groups in the VFC Purchaser Currency Group of the currency of the relevant Series 2000-1 Increase in accordance with their respective VFC Currency Pro Rata Share with respect to such currency and the requirements of **Section 2.05(c)(ii)(C)**. No Series 2000-1 Purchaser shall be obligated to fund any such Series 2000-1 Increase, unless concurrently with any such Series 2000-1 Increase in the Series 2000-1 Invested Amount, the Series 2000-1 Subordinated Interest Amount shall be increased by an amount, if any (the “**Series 2000-1 Subordinated Interest Increase Amount**”), such that after giving effect to such increase, the Series 2000-1 Adjusted Invested Amount **plus** the Series 2000-1 Subordinated Interest Amount equals the Series 2000-1 Target Receivables Amount.

- (b) If a Series 2000-1 Conduit Purchaser elects not to fund any portion of its VFC Currency Pro Rata Share of a requested Series 2000-1 Increase, such Series 2000-1 Conduit Purchaser shall notify the related Funding Agent thereof and deliver a Sale Notice in accordance with **Section 2.06** and each related Series 2000-1 APA Bank shall purchase its Series 2000-1 Currency Commitment

Percentage of such Series 2000-1 Conduit Purchaser’s Series 2000-1 Purchaser U.S. Dollar Invested Amount, Series 2000-1 Purchaser Euro Invested Amount and/or Series 2000-1 Purchaser Sterling Invested Amount in accordance with **Section 2.06** and fund such Series 2000-1 Increase in an amount equal to its Series 2000-1 Currency Commitment Percentage of such Series 2000-1 Increase; **provided, however**, that a Series 2000-1 APA Bank shall not be obligated to fund any portion of a Series 2000-1 Increase that would cause the aggregate of its Series 2000-1 Purchaser U.S. Dollar Invested Amount, Series 2000-1 Purchaser Euro Invested Amount and Series 2000-1 Purchaser Sterling Invested Amount to exceed an amount equal to its Series 2000-1 Adjusted Commitment at such time.

- (c) The Series 2000-1 Purchasers shall not be required to make the initial purchase of Series 2000-1 VFC Certificate Interests on the Series 2000-1 Issuance Date or to increase their respective Series 2000-1 Purchaser U.S. Dollar Invested Amount, Series 2000-1 Purchaser Euro Invested Amount or Series 2000-1 Purchaser Sterling Invested Amount on any Series 2000-1 Increase Date unless:
  - (i) (1) in respect of the Series 2000-1 U.S. Dollar VFC Certificates, the related aggregate Series 2000-1 Initial U.S. Dollar Invested Amount or Series 2000-1 Increase Amount in respect thereof is equal to \$1,000,000 or an integral multiple of \$100,000 in excess thereof, (2) in respect of the Series 2000-1 Euro VFC Certificates the related aggregate Series 2000-1 Initial Euro Invested Amount or Series 2000-1 Increase Amount in respect thereof is equal to €1,000,000 or an integral multiple of €100,000 in excess thereof and (3) in respect of the Series 2000-1 Sterling VFC Certificates the related aggregate Series 2000-1 Initial Sterling Invested Amount or Series 2000-1 Increase Amount in respect thereof is equal to £1,000,000 or an integral multiple of £100,000 in excess thereof;
  - (ii) after giving effect to the Series 2000-1 Initial Invested Amount or Series 2000-1 Increase Amount,
    - (A) the Series 2000-1 Invested Amount (calculated without regard to **clauses (c)(iv)** and **(v)** of the definitions of Series 2000-1 Purchaser U.S. Dollar Invested Amount, Series 2000-1 Purchaser Euro Invested Amount and Series 2000-1 Purchaser Sterling Invested Amount but with regard to **clause (d)** of the definition of Series 2000-1 Purchaser Euro Invested Amount and Series 2000-1 Purchaser Sterling Invested Amount) would not exceed the Series 2000-1 Maximum Invested Amount on the Series 2000-1 Issuance Date or such Series 2000-1 Increase Date, as the case may be,
    - (B) the Series 2000-1 Allocated Receivables Amount would not be less than the Series 2000-1 Target Receivables Amount on the Series 2000-1 Issuance Date or such Series 2000-1 Increase Date, as the case may be, as set forth in the Daily Report delivered on such date, and

- (C) with respect to any VFC Purchaser Group, the aggregate of the Series 2000-1 Purchaser U.S. Dollar Invested Amount, the Series 2000-1 Purchaser Euro Invested Amount and the Series 2000-1 Purchaser Sterling Invested Amount (calculated without regard to **clauses (c)(iv)** and **(v)** of the definition of Series 2000-1 Purchaser U.S. Dollar Invested Amount, Series 2000-1 Purchaser Euro Invested Amount and Series 2000-1 Purchaser Sterling Invested Amount, respectively but with regard to **clause (d)** of the definition of Series 2000-1 Purchaser Euro Invested Amount and Series 2000-1 Purchaser Sterling

Invested Amount) with respect to such VFC Purchaser Group would not exceed its VFC Pro Rata Share of the Series 2000-1 U.S. Dollar Invested Amount, Series 2000-1 Euro Invested Amount and Series 2000-1 Sterling Invested Amount on the Series 2000-1 Issuance Date or such Series 2000-1 Increase Date,

- (iii) no Series 2000-1 Early Amortization Event or Potential Series 2000-1 Early Amortization Event under the Pooling Agreement or this Supplement shall have occurred and be continuing;
- (iv) in the case of any funding by a Series 2000-1 Conduit Purchaser, such Series 2000-1 Conduit Purchaser shall have consented to such funding in its sole discretion and no Conduit Purchaser Termination Event shall have occurred and be continuing with respect to such Series 2000-1 Conduit Purchaser;
- (v) all of the representations and warranties made by each of the Company, the Master Servicer and each Originator in each Transaction Document to which it is a party are true and correct in all material respects on and as of the Series 2000-1 Issuance Date or such Series 2000-1 Increase Date, as the case may be, as if made on and as of such date (except to the extent such representations and warranties are expressly made as of another date); and
- (vi) in the case of the initial purchase of Series 2000-1 VFC Certificate Interests on (A) November 18, 2008, HSBC shall have received a duly executed pay-off letter with respect to a credit agreement between, among others, the Contributor and HSBC Bank USA, National Association (the “**HSBC Credit Agreement**”) which provides that the commitments under the HSBC Credit Agreement shall be terminated upon the initial purchase of Series 2000-1 VFC Certificate Interests on November 18, 2008; or (B) any day after November 18, 2008, the commitments under the HSBC Credit Agreement have been terminated and the “Revolving Loans” thereunder paid in full, or will be terminated and paid in full simultaneously with the initial purchase of Series 2000-1 VFC Certificate Interests.

The delivery of the Series 2000-1 VFC Certificates on behalf of the Company and the Company’s acceptance of funds in connection with (x) the Series 2000-1 Purchasers’ initial purchase of the Series 2000-1 VFC Certificates on

the Series 2000-1 Issuance Date and (y) each Series 2000-1 Increase occurring on any Series 2000-1 Increase Date shall, in each case, constitute a representation and warranty by the Company to the Series 2000-1 Purchasers as of the Series 2000-1 Issuance Date or such Series 2000-1 Increase Date, as the case may be, that all of the conditions contained in this **Section 2.05(c)** (excluding **sub-clause (iv)**) have been satisfied.

- (d) After receipt by each Funding Agent of the notice required by **Section 2.05(a)** from the Master Servicer on behalf of the Company and the Trust, each Funding Agent shall, so long as the conditions set forth in **Sections 2.05(a)** and **(c)** are satisfied, promptly provide telephonic notice:
  - (i) prior to the occurrence of a Conduit Purchaser Termination Event with respect to the related Series 2000-1 Conduit Purchaser, to the related Series 2000-1 Conduit Purchaser; and
  - (ii) on and after the occurrence of a Conduit Purchaser Termination Event with respect to the related Series 2000-1 Conduit Purchaser or in the event the related Series 2000-1 Conduit Purchaser elects not to fund the requested Series 2000-1 Increase Amount, to each related Series 2000-1 APA Bank,

of the Series 2000-1 Increase Date and of the portion of the Series 2000-1 Increase Amount allocable to such Series 2000-1 Conduit Purchaser and to such Series 2000-1 APA Bank (which shall equal such Series 2000-1 Conduit Purchaser’s VFC Currency Pro Rata Share of the Series 2000-1 Increase Amount in a specified currency and in the case of any Series 2000-1 APA Bank, its Series 2000-1 Currency Commitment Percentage of the Series 2000-1 Increase Amount in a specified currency). The Master Servicer shall promptly notify the Company of the Series 2000-1 Increase Date and the amount of the Series 2000-1 Subordinated Interest Increase Amount. If a Series 2000-1 Conduit Purchaser elects to fund a Series 2000-1 Increase in a specified currency, such Series 2000-1 Conduit Purchaser agrees to pay in immediately available funds its VFC Currency Pro Rata Share of the amount of such Series 2000-1 Increase on the related Series 2000-1 Increase Date to the Trust for deposit in the Series 2000-1 Principal Concentration Subaccount for distribution to the Company in accordance with the terms of the Transaction Documents. On or after the occurrence of a Conduit Purchaser Termination Event with respect to a Series 2000-1 Conduit Purchaser or in the event a Series 2000-1 Conduit Purchaser elects not to fund the requested Series 2000-1 Increase Amount, each related Series 2000-1 APA Bank agrees to pay in immediately available funds such Series 2000-1 APA Bank’s Series 2000-1 Currency Commitment Percentage of each Series 2000-1 Increase in a specified currency on the related Series 2000-1 Increase Date to the Trust for deposit in the Series 2000-1 Principal Concentration Subaccount for distribution to the Company in accordance with the terms of the Transaction Documents.

- (a) On any date prior to the Series 2000-1 Commitment Termination Date, each Series 2000-1 Conduit Purchaser may deliver a Sale Notice to the related Funding Agent, the Company, the Master Servicer and the Trustee, to sell to the related Series 2000-1 APA Banks (in accordance with their respective APA Pro Rata Share), and each Series 2000-1 APA Bank hereby agrees to purchase its Series 2000-1 Commitment Percentage of, the APA Pro Rata Share of such Conduit Purchaser Interest of the Conduit Purchaser in its VFC Purchaser Group at the applicable Series 2000-1 Purchase Price. Each Sale Notice shall be delivered by the relevant Series 2000-1 Conduit Purchaser to the applicable Funding Agent, the Company, the Master Servicer and the Trustee prior to 12:30 p.m. New York City time, on the proposed Series 2000-1 Purchase Date and shall constitute an irrevocable offer by such Series 2000-1 Conduit Purchaser to sell the portion of its Series 2000-1 Purchaser Invested Amount designated in such notice at the applicable Series 2000-1 Purchase Price. The Series 2000-1 Purchase Amount set forth in any Sale Notice delivered by a Series 2000-1 Conduit Purchaser on the Series 2000-1 Commitment Termination Date or upon the occurrence of a Conduit Purchaser Termination Event with respect to such Conduit Purchaser shall equal 100% of the applicable Conduit Purchaser Interest. Each Series 2000-1 APA Bank hereby agrees to purchase from the related Series 2000-1 Conduit Purchaser such Series 2000-1 APA Bank's APA Pro Rata Share of the Series 2000-1 Purchase Percentage of the applicable Conduit Purchaser Interest for a purchase price equal to such Series 2000-1 APA Bank's APA Pro Rata Share of the applicable Series 2000-1 Purchase Price on such Series 2000-1 Purchase Date (which date, subject to **Section 2.06(b)**, may be the same as the date of the Sale Notice). Notwithstanding anything to the contrary set forth in this Supplement, no Series 2000-1 APA Bank shall have any obligation to purchase all or any portion of the Conduit Purchaser Interest from the related Series 2000-1 Conduit Purchaser if, on such Series 2000-1 Purchase Date, any Conduit Purchaser Insolvency Event shall have occurred and be continuing with respect to such Series 2000-1 Conduit Purchaser.
- (b) If, at or prior to 12:30 p.m. New York City time on any Business Day, a Series 2000-1 Conduit Purchaser delivers a Sale Notice to the applicable Funding Agent specifying that the related Series 2000-1 Purchase Date shall be the same date as the date of the Sale Notice, such Funding Agent shall, by no later than 1:30 p.m. New York City time, on such Business Day, notify (by telecopy or by telephone call promptly confirmed in writing by telecopy) the related Series 2000-1 APA Banks of the receipt and content of the Sale Notice. Each related Series 2000-1 APA Bank shall purchase its APA Pro Rata Share of the Series 2000-1 Purchase Percentage of the Conduit Purchaser Interest of such Series 2000-1 Conduit Purchaser by depositing its APA Pro Rata Share of the applicable Series 2000-1 Purchase Price in immediately available funds into the account(s) specified by the Series 2000-1 Conduit Purchaser in the Sale Notice no later than 3:00 p.m. New York City time on the same date as the date of such notice. If a Series 2000-1 Conduit Purchaser delivers a Sale Notice to the related Funding Agent after 12:30 p.m. New York City time on

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any Business Day or a Series 2000-1 Conduit Purchaser delivers a Sale Notice to the related Funding Agent specifying that the related Series 2000-1 Purchase Date shall be a date other than the date of the Sale Notice, such Funding Agent shall promptly advise (by telecopy or by telephone call promptly confirmed in writing by telecopy) each related Series 2000-1 APA Bank of the receipt and content of the Sale Notice. Notwithstanding the fact that the Series 2000-1 Purchase Date may occur on a date which is later than the date on which the Sale Notice is delivered to the related Funding Agent, the several obligations of each related Series 2000-1 APA Bank to make such purchase and to make payment of the amounts required to be paid by it pursuant to **Section 2.06(a)** shall arise immediately upon receipt by such Funding Agent of the Sale Notice. Upon payment of the applicable Series 2000-1 Purchase Price as provided herein and delivery to the Trustee by a Funding Agent of the related Series 2000-1 Conduit Purchaser's Series 2000-1 VFC Certificate, the Trustee shall sign, on behalf of the Trust and without incurring any personal liability in respect of the Investor Certificates, and shall, upon the written direction of the Master Servicer, duly authenticate new Series 2000-1 VFC Certificates in the name of the relevant Funding Agent, for the benefit of each relevant Series 2000-1 APA Bank, with a Series 2000-1 VFC Certificate Interest with respect to each Series 2000-1 APA Bank equal to such Series 2000-1 APA Bank's APA Pro Rata Share of the VFC Pro Rata Share for its VFC Purchaser Group of the Series 2000-1 Maximum Invested Amount (with reference to **clause (a)** only of the definition thereof) and in the name of the relevant Series 2000-1 Conduit Purchaser in a denomination equal to the VFC Pro Rata Share for its VFC Purchaser Group of the Series 2000-1 Maximum Invested Amount (with reference to **clause (a)** only of the definition thereof) **minus** the aggregate amount of the Series 2000-1 VFC Certificate Interests of its related Series 2000-1 APA Banks, as set forth in such written direction and shall deliver such Series 2000-1 VFC Certificates to the relevant Funding Agent, if applicable, in accordance with such written direction.

- (c) If, by 3:00 p.m. New York City time, on any Series 2000-1 Purchase Date, any Series 2000-1 APA Bank (any such Series 2000-1 APA Bank, a "**Series 2000-1 Defaulting APA Bank**", and any related Series 2000-1 APA Bank (if any) which is a member of the same VFC Purchaser Group other than the Series 2000-1 Defaulting APA Bank being referred to as a "**Series 2000-1 Non-Defaulting APA Bank**") fails to make its APA Pro Rata Share of the Series 2000-1 Purchase Price available to the relevant Funding Agent pursuant to **Section 2.06(b)** (the aggregate amount not so made available to the Funding Agent being referred to as the "**Series 2000-1 Purchase Price Deficit**"), then such Funding Agent shall, by no later than 3:30 p.m. New York City time, on such Series 2000-1 Purchase Date, instruct each Series 2000-1 Non-Defaulting APA Bank to pay, by no later than 4:00 p.m. New York City time on such Series 2000-1 Purchase Date, in immediately available funds, to the account designated by such Funding Agent, an amount equal to the lesser of (x) such Series 2000-1 Non-Defaulting APA Banks' proportionate share (based upon the relative Series 2000-1 Commitments of the Series 2000-1 Non-Defaulting APA Banks) of the Series 2000-1 Purchase Price Deficit and (y) such Series 2000-1 Non-Defaulting APA Bank's unused Series 2000-1 Commitment. A

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Series 2000-1 Defaulting APA Bank shall forthwith, upon demand, pay to the related Funding Agent for the ratable benefit of the Series 2000-1 Non-Defaulting APA Banks all amounts paid by each Series 2000-1 Non-Defaulting APA Bank on behalf of such Series 2000-1 Defaulting APA Bank, together with interest thereon, for each day from the date a payment was made by a Series 2000-1 Non-Defaulting APA Bank until the date such Series 2000-1 Non-Defaulting APA Bank has been paid such amounts in full, at a rate per annum equal to the sum of the Federal Funds Effective Rate **plus** 2%. In addition, without prejudice to any other rights that a Series 2000-1 Conduit Purchaser may have under applicable law, each Series 2000-1 Defaulting APA Bank shall pay to the related Series 2000-1 Conduit Purchaser forthwith upon demand, the difference between the Series 2000-1 Defaulting APA Bank's APA Pro Rata Share of the applicable Series 2000-1 Purchase Price and the amount paid with respect thereto by the Series 2000-1 Non-Defaulting APA Banks, together with interest thereon, for each day from the date of the related Funding Agent's request for such Series 2000-1 Defaulting APA Bank's APA Pro Rata Share of the applicable Series 2000-1 Purchase Price pursuant to **Section 2.06(b)** until the date the requisite amount is paid to the related Series 2000-1 Conduit Purchaser in full, at a rate per annum equal to the sum of the Federal Funds Effective Rate **plus** 2%.

- (d) The transfer by a Series 2000-1 Conduit Purchaser of all or a portion of its rights in a Series 2000-1 VFC Certificate pursuant to this **Section 2.06** shall be without recourse or warranty, express or implied, except that such Series 2000-1 Conduit Purchaser represents that such Series 2000-1 VFC Certificate is free and clear of adverse claims created by or arising as a result of claims against such Series 2000-1 Conduit Purchaser. By executing and delivering a Sale Notice pursuant to **Section 2.06(a)**, such Series 2000-1 Conduit Purchaser makes no representation or warranty and assumes no responsibility with respect to:
  - (i) any statements, warranties or representations made in or in connection with such Series 2000-1 VFC Certificate or the execution, legality, validity, enforceability, genuineness, sufficiency or value of such Series 2000-1 VFC Certificate, or any other agreement, instrument or other document furnished pursuant thereto or in connection therewith, including any Transaction Document; or
  - (ii) the financial condition of the Trust, the Trustee, the Master Servicer, any Originator, the Company or any Obligor (collectively, the "**Transaction Parties**"), any other Series 2000-1 Conduit Purchaser, any Series 2000-1 APA Bank or any Funding Agent, or the performance or observance by the Transaction Parties of any of their respective obligations under the Series 2000-1 VFC Certificates or the Transaction Documents.
- (e) If on the related Series 2000-1 Purchase Date, there is an applicable Series 2000-1 Loss Amount, then, in such event, each Series 2000-1 APA Bank in the VFC Purchaser Group with respect to the sale occurring on such Series 2000-1 Purchase Date agrees that the related Funding Agent, for the benefit of the related Series 2000-1 Conduit Purchaser, shall, after the applicable APA

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Bank Aggregate Invested Amount is zero, remit to the related Series 2000-1 Conduit Purchaser the applicable Series 2000-1 Reduction Percentage of any amounts received by such Funding Agent with respect to a Series 2000-1 VFC Certificate immediately after receipt of such amounts.

## **SECTION 2.07 Procedure for Decreasing the Series 2000-1 Invested Amount.**

- (a) Subject to **Section 7.04**, on any Business Day during the Series 2000-1 Revolving Period or the Series 2000-1 Amortization Period (except for Distribution Dates during the Series 2000-1 Amortization Period (which shall be governed by **Section 3A.06(c)**)), upon written request by the Master Servicer, the Series 2000-1 U.S. Dollar Invested Amount, the Series 2000-1 Euro Invested Amount and/or the Series 2000-1 Sterling Invested Amount may be reduced (a "**Series 2000-1 Decrease**") by the distribution, in accordance with **Section 3A.03(b)**, by the Trustee for the *pro rata* benefit of the Series 2000-1 Purchasers (determined based on the amount which their Series 2000-1 Purchaser U.S. Dollar Invested Amount, Series 2000-1 Purchaser Euro Invested Amount and/or Series 2000-1 Purchaser Sterling Invested Amount (as applicable) represents of the aggregate Series 2000-1 Invested Amount denominated in the applicable currency and **Section 2.07(e)** of the aggregate funds on deposit in the Series 2000-1 Principal Concentration Subaccounts on such day (including any funds deposited therein pursuant to **Section 3A.02(d)**) in an amount not to exceed the amount of such aggregate funds on deposit on such day (each date on which a Series 2000-1 Decrease in the Series 2000-1 U.S. Dollar Invested Amount, Series 2000-1 Euro Invested Amount or Series 2000-1 Sterling Invested Amount occurs hereunder being herein referred to as the "**Series 2000-1 Decrease Date**" applicable to such Series 2000-1 Decrease); **provided**, that:
  - (i) the Master Servicer shall have made such written request by giving each Funding Agent (with a copy to the Administrative Agent and the Trustee) irrevocable written notice (effective upon receipt), substantially in the form of **Exhibit F** hereto, stating the amount and currency of such Series 2000-1 Decrease, prior to 7:00 a.m. New York City time,
    - (A) on the second (2<sup>nd</sup>) Business Day prior to the Series 2000-1 Decrease Date, if all or any portion of the Series 2000-1 Decrease relates to a Series 2000-1 CP Tranche;
    - (B) on the Business Day of the Series 2000-1 Decrease Date, if the Series 2000-1 Decrease relates solely to

a Series 2000-1 Floating Tranche; or

- (C) on the Business Day that is three (3) Business Days prior to the Series 2000-1 Decrease, if all or any portion of the Series 2000-1 Decrease relates to a Series 2000-1 Eurocurrency Tranche;

**provided** that a Series 2000-1 Decrease pursuant to **Section 2.15** or **2.16** shall occur on the day determined in accordance with the applicable Section.

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- (ii) (1) in respect of a Series 2000-1 U.S. Dollar VFC Certificate, such Series 2000-1 Decrease shall be in an amount equal to \$1,000,000 and integral multiples of \$100,000 in excess thereof or the Series 2000-1 U.S. Dollar Invested Amount at such time or (2) in respect of a Series 2000-1 Euro VFC Certificate, such Series 2000-1 Decrease shall be in an amount equal to €1,000,000 and in integral multiples of €100,000 in excess thereof or the Series 2000-1 Euro Invested Amount at such time or (3) in respect of a Series 2000-1 Sterling VFC Certificate, such Series 2000-1 Decrease shall be in an amount equal to £1,000,000 and in integral multiples of £100,000 in excess thereof or the Series 2000-1 Sterling Invested Amount at such time; **provided** that with respect to any Series 2000-1 Decrease pursuant to **Section 2.07(f)** such Series 2000-1 Decrease shall be in a minimum amount for each relevant VFC Purchaser Group of \$100,000, €100,000 or £100,000 (as applicable); and
- (iii) no Series 2000-1 Decrease with respect to a Series 2000-1 Eurocurrency Tranche prior to the termination of the applicable Series 2000-1 Eurocurrency Period may occur unless, concurrently with such Series 2000-1 Decrease, the Company shall have paid to the Series 2000-1 Purchasers any amounts due and payable pursuant to **Section 7.04**.

Each distribution pursuant to this **Section 2.07(a)** shall be made by the Trustee distributing to each Funding Agent the amount of such Series 2000-1 Decrease allocable to the Series 2000-1 Purchasers in such Funding Agent's VFC Purchaser Group.

- (b) Simultaneously with any such Series 2000-1 Decrease during the Series 2000-1 Revolving Period, the Series 2000-1 Subordinated Interest Amount shall be reduced by an amount (the "**Series 2000-1 Subordinated Interest Reduction Amount**") such that the Series 2000-1 Subordinated Interest Amount shall equal the Series 2000-1 Required Subordinated Amount after giving effect to such Series 2000-1 Decrease. During the Series 2000-1 Revolving Period, after the distribution described in **Section 2.07(a)** has been made, and the Series 2000-1 Subordinated Interest Amount shall have been reduced by the Series 2000-1 Subordinated Interest Reduction Amount, a distribution shall be made, in accordance with **Section 3A.03(b)**, by the Trustee to the holder of the Series 2000-1 Subordinated Interest out of remaining aggregate funds on deposit in the Series 2000-1 Principal Concentration Subaccounts in an amount equal to the lesser of (x) the Series 2000-1 Subordinated Interest Reduction Amount and (y) the amount of such remaining aggregate funds on deposit in the Series 2000-1 Principal Concentration Subaccount.
- (c) Notwithstanding **Section 2.07(a)**, the Funding Agents may, on or prior to the maturity date of any (i) Series 2000-1 Eurocurrency Tranche; (ii) Series 2000-1 Floating Tranche; or (iii) Series 2000-1 CP Tranche, by providing written notice to the Trustee and Master Servicer, elect to decrease, in whole or in part, the Series 2000-1 Invested Amount on the applicable maturity date in the amount specified in such notice. In accordance with any such notice, on the

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maturity of the relevant tranches, the Trustee shall distribute, in accordance with **Section 3A.03(b)**, for the *pro rata* benefit of the Series 2000-1 Purchasers (determined based on the amount their Series 2000-1 Purchaser U.S. Dollar Invested Amount, Series 2000-1 Purchaser Euro Invested Amount and/or Series 2000-1 Purchaser Sterling Invested Amount (as applicable) represents of the aggregate Series 2000-1 Invested Amount denominated in the applicable currency and **Section 2.07(e)**), of the aggregate funds on deposit in the Series 2000-1 Principal Concentration Subaccounts on such day in an amount not to exceed the lesser of (i) the amount of such aggregate funds on deposit in such subaccounts; and (ii) the decrease in the Series 2000-1 Invested Amount requested by the Funding Agents, **plus** all interest and fees payable with respect thereto. Notwithstanding the foregoing, the exercise of such option by the Series 2000-1 Purchasers shall not result in a reduction of the respective commitments of the Series 2000-1 Conduit Purchasers or the commitments of any of the Series 2000-1 APA Banks pursuant to **Section 2.08**. If the Series 2000-1 Purchasers exercise their rights hereunder, so long as the Series 2000-1 Commitments are outstanding and any amount hereunder remains payable to any Series 2000-1 Purchaser, the Series 2000-1 Purchasers shall continue to have the benefit of the security interests created hereunder. Each distribution pursuant to this **Section 2.07(c)** shall be made by the Trustee distributing to each Funding Agent the amount of such reduction (plus interest and fees payable with respect thereto) allocable to the Series 2000-1 Purchasers in such Funding Agent's VFC Purchaser Group.

- (d) Subject to **Section 2.07(e)**, any reduction in the Series 2000-1 Invested Amount with respect to a VFC Purchaser Group on any Business Day shall be allocated in the following order of priority:
- (i) **first**, to reduce *pro rata* the portion of the Series 2000-1 Invested Amount with respect to such VFC Purchaser Group allocated to Series 2000-1 CP Tranches and the Series 2000-1 Unallocated Balance, as appropriate; and

- (ii) **second**, to reduce the portion of the Series 2000-1 Invested Amount with respect to such VFC Purchaser Group allocated to Series 2000-1 Eurocurrency Tranches in such order as the Master Servicer may select in order to minimize interest expenses and costs payable pursuant to **Section 7.04**.

Each distribution pursuant to this **Section 2.07(d)** shall be made by the Trustee distributing to each Funding Agent the amount of such reduction (plus interest and fees payable with respect thereto) allocable to the Series 2000-1 Purchasers in such Funding Agent's VFC Purchaser Group.

- (e) Any decrease in the Series 2000-1 Purchaser Invested Amount pursuant to **Section 2.07(a)** or **(c)** shall be allocated between the Series 2000-1 U.S. Dollar Invested Amount, the Series 2000-1 Euro Invested Amount and the Series 2000-1 Sterling Invested Amount as provided in the notice given by the Master Servicer under **Section 2.07(a)** or by the Funding Agents under **Section 2.07(c)**.

- (f) Notwithstanding the foregoing, a Series 2000-1 Decrease initiated pursuant to the requirements of **Section 2.15** or **Section 2.16** shall be implemented in accordance with this **Section 2.07**; **provided** that the provisions of this **Section 2.07** shall be applied solely with respect to the relevant VFC Purchaser Group, *mutatis mutandis*, rather than to all VFC Purchaser Groups.

## **SECTION 2.08                      Reductions of the Series 2000-1 Commitments.**

- (a) On any Distribution Date during the Series 2000-1 Revolving Period, the Master Servicer, on behalf of the Company and the Trust may, upon three (3) Business Days prior written notice to the Funding Agents (with a copy to the Trustee), reduce or terminate the Series 2000-1 Commitments (a "**Series 2000-1 Commitment Reduction**"); **provided** that:
  - (i) in the case of a reduction, the Series 2000-1 Aggregate Commitment Amount may only be reduced in an amount equal to \$5,000,000 or a whole multiple of \$1,000,000 in excess thereof and in the case of a termination, the Series 2000-1 Aggregate Commitment Amount and the Series 2000-1 Commitments shall each be terminated in their entirety; and
  - (ii) no such reduction or termination, as the case may be, shall be permitted if, after giving effect thereto and to any reduction in the Series 2000-1 Invested Amount (calculated without regard to **clauses (c)(iv)** and **(v)** of the definitions of Series 2000-1 Purchaser U.S. Dollar Invested Amount, Series 2000-1 Purchaser Euro Invested Amount and Series 2000-1 Purchaser Sterling Invested Amount (as applicable but with regard to **clause (d)** of the definition of Series 2000-1 Purchaser Euro Invested Amount and Series 2000-1 Purchaser Sterling Invested Amount)) on such date, the Series 2000-1 Invested Amount would exceed an amount equal to the Series 2000-1 Adjusted Aggregate Commitment Amount then in effect.

Each Series 2000-1 APA Bank's Series 2000-1 Commitment shall be reduced *pro rata* by such Series 2000-1 APA Bank's Series 2000-1 Adjusted Commitment Percentage of the amount of such Series 2000-1 Commitment Reduction.

- (b) If the Series 2000-1 Amortization Period has commenced, the Series 2000-1 Maximum Invested Amount shall be reduced to the Series 2000-1 Invested Amount outstanding from time to time and each Series 2000-1 APA Bank's Series 2000-1 Commitment shall be reduced by the product of (i) such Series 2000-1 APA Bank's Series 2000-1 Commitment Percentage **multiplied by** (ii) of the amount of such reduction **multiplied by** (iii) the Applicable Liquidity Percentage.
- (c) Each Series 2000-1 APA Bank's Series 2000-1 Commitment shall be reduced by the product of (i) such Series 2000-1 APA Bank's Series 2000-1 Commitment Percentage **multiplied by** (ii) the amount of any relevant principal reduction amount applied to the reduction of the Series 2000-1

Invested Amounts pursuant to **Section 2.07(d)** or **2.07(e)** **multiplied by** (iii) the Applicable Liquidity Percentage.

- (d) Once reduced or terminated as provided in this **Section 2.08**, the portion of the Series 2000-1 Aggregate Commitment Amount so reduced or terminated may not be subsequently reinstated. Upon effectiveness of any such reduction or termination, the Administrative Agent shall prepare a revised **Schedule I** of this Supplement to reflect the reduced or terminated Series 2000-1 Commitment of each Series 2000-1 APA Bank and **Schedule I** of this Supplement shall be deemed to be automatically superseded by such revised **Schedule I**. The Administrative Agent shall distribute such revised **Schedule I** to the Company, the Master Servicer, the Trustee and each Funding Agent. Concurrently therewith, each Funding Agent shall distribute a revised **Annex I** to the Series 2000-1 Asset Purchase Agreement with respect to its VFC Purchaser Group to the Company, the Master Servicer, the Administrative Agent, the Trustee and each related Series 2000-1 APA Bank.

## **SECTION 2.09                      Interest; Fees.**

- (a) Amounts in respect of interest on the Series 2000-1 VFC Certificates shall be determined in accordance with **Section 3A.04** and shall be payable on each Distribution Date or other applicable day pursuant to **Section 3A.06(a)**.
- (b) Prior to the Series 2000-1 Scheduled Commitment Termination Date, the Series 2000-1 Purchasers shall be entitled to receive a fee with respect to each Accrual Period (or portion thereof) payable on each Distribution Date during the Series 2000-1 Revolving Period (the “**Series 2000-1 Unused Fee**”). The Series 2000-1 Unused Fee shall accrue on each day during such Accrual Period in an amount equal to the product of (i) the Series 2000-1 Unused Fee Rate, **times** (ii) the amount by which the average of the Series 2000-1 Aggregate Commitment Amount during such Accrual Period exceeds the Series 2000-1 Invested Amount of the related VFC Purchaser Group on such day. The Series 2000-1 Unused Fee shall be determined in accordance with **Section 3A.04** and be payable on a *pro rata* basis (based on the amount which the then applicable Series 2000-1 Invested Amount owned by the relevant Series 2000-1 Purchaser represents of the then applicable Series 2000-1 Invested Amount owned by all Series 2000-1 Purchasers) to each Funding Agent for the benefit of the Series 2000-1 Conduit Purchaser in its related VFC Purchaser Group or the Series 2000-1 APA Banks in such related VFC Purchaser Group as part of the Series 2000-1 Monthly Interest on each Distribution Date during the Series 2000-1 Revolving Period. The Trustee shall not be liable for the payment of the Series 2000-1 Unused Fee from its own funds.
- (c) Each Series 2000-1 Conduit Purchaser shall be entitled to receive a fee with respect to each Accrual Period (or portion thereof) payable on each Distribution Date during the period prior to the occurrence of a Conduit Purchaser Termination Event with respect to such Series 2000-1 Conduit Purchaser (the “**Series 2000-1 Utilization Fee**”). The Series 2000-1 Utilization Fee shall accrue on each day during such Accrual Period in an amount equal to the product of (i) the Series 2000-1 Utilization Fee Rate,

**times** (ii) the aggregate of the Series 2000-1 Invested Amount funded by the Series 2000-1 Conduit Purchasers on such day. The Series 2000-1 Utilization Fee shall be determined in accordance with **Section 3A.04** and be payable on a *pro rata* basis (based on the amount which the then applicable Series 2000-1 Invested Amount owned by the relevant Series 2000-1 Conduit Purchaser represents of the then applicable Series 2000-1 Invested Amount owned by all Series 2000-1 Conduit Purchasers) to each Funding Agent for the benefit of the Series 2000-1 Conduit Purchaser in its related VFC Purchaser Group as part of the Series 2000-1 Monthly Interest on each Distribution Date prior to the occurrence of a Conduit Purchaser Termination Event with respect to such Series 2000-1 Conduit Purchaser. The Trustee shall not be liable for the payment of the Series 2000-1 Utilization Fee from its own funds.

- (d) Calculations of per annum rates under this Supplement shall be made on the basis of the actual number of days elapsed and a 360 day year with respect to interest rates except with respect to interest rates based on ABR or the calculation of interest with respect to the Series 2000-1 Sterling Invested Amount, each of which shall be calculated on the basis of the actual number of days elapsed and a 365 (or 366, as the case may be) day year. Each Funding Agent shall provide an initial notice of the inclusion of Mandatory Costs in the determination of the Eurocurrency Rate promptly after such Funding Agent becomes aware of such condition; **provided** that the failure to provide such notice shall not affect or limit the right to include Mandatory Costs in the determination of the Eurocurrency Rate. Each determination of Eurocurrency Rate including (if applicable) any Mandatory Costs by each Funding Agent shall be conclusive and binding upon each of the parties hereto in the absence of manifest error.

## **SECTION 2.10 Indemnification by Huntsman International and the Company.**

- (a) Without limiting any other rights that the Funding Agents, the Administrative Agent, the Series 2000-1 Conduit Purchasers or the Series 2000-1 APA Banks may have under this Supplement, the Pooling Agreement, the other Transaction Documents or under applicable law, each of Huntsman International and the Company hereby agrees to indemnify the Funding Agents, the Administrative Agent, the Series 2000-1 Conduit Purchasers and the Series 2000-1 APA Banks and any of their respective agents, officers, directors, employees, and agents (each a “**Series 2000-1 Indemnified Party**” and collectively, the “**Series 2000-1 Indemnified Parties**”) from and against any and all damages, losses, claims, liabilities, costs, penalties, judgments and expenses, including reasonable attorneys’ fees and reasonable disbursements (all of the foregoing being collectively referred to as “**Series 2000-1 Indemnified Amounts**”) awarded against or incurred by any of them in connection with the entering into and performance of this Supplement or any of the Transaction Documents by any of the Series 2000-1 Indemnified Parties, excluding, however, any amounts that are finally judicially determined to have resulted from the gross negligence or willful misconduct on the part of any Series 2000-1 Indemnified Party; **provided** that in no event shall Huntsman International be required to make any indemnity payments resulting from the lack of performance or collectibility of the Receivables owned by the

Company (unless such loss results from a breach of representation or undertaking by Huntsman International or one of its Affiliates with respect to any such Receivable).

- (b) In case any proceeding by any Person shall be instituted involving any Series 2000-1 Indemnified Party in respect of which indemnity may be sought pursuant to **Section 2.10(a)**, such Series 2000-1 Indemnified Party shall promptly notify Huntsman International and the Company and the Company and Huntsman International, upon request of such Series



2000-1 Indemnified Party, shall retain counsel satisfactory to such Series 2000-1 Indemnified Party to represent such Series 2000-1 Indemnified Party and shall pay the reasonable fees and disbursements of such counsel related to such proceeding. In any such proceeding, any Series 2000-1 Indemnified Party shall have the right to retain its own counsel, at the expense of Huntsman International and the Company. Except as set forth herein, it is understood that neither the Company nor the Master Servicer shall, in respect of the legal expenses of any Series 2000-1 Indemnified Party in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the reasonable fees and expenses of more than one separate firm (in addition to any local counsel) for all such Series 2000-1 Indemnified Parties and all other parties indemnified by the Company under this Supplement, the Series 2000-1 Asset Purchase Agreements or any other Transaction Document.

- (c) Any payments to be made by Huntsman International and the Company pursuant to this Section shall be, without restriction, due and payable from Huntsman International and the Company, jointly and severally, and shall with respect to amounts owing from the Company be (i) Company Subordinated Obligations, (ii) be made solely from funds available to the Company that are not required to be applied to Company Unsubordinated Obligations then due and (iii) not constitute a general recourse claim against the Company, but only a claim payable after the satisfaction of all Company Unsubordinated Obligations then due, except to the extent that funds are available (including funds available to the Company pursuant to the exercise of its right to indemnity and other payments pursuant to **Sections 2.06** and **8.02** (or equivalent sections) of the Origination Agreements) to the Company to make such payments.

#### **SECTION 2.11                    Inability to Determine Eurocurrency Rate.**

If, prior to the first day on which any Series 2000-1 Eurocurrency Tranche commences:

- (a) any Funding Agent shall have determined or shall have been notified (which determination or notification, in the absence of manifest error, shall be conclusive and binding upon the Company) that, by reason of circumstances affecting the relevant market, adequate and reasonable means do not exist for ascertaining the applicable Eurocurrency Rate for such Series 2000-1 Eurocurrency Tranche; or
- (b) any Funding Agent shall have received notice from one or more related Series 2000-1 APA Banks that the applicable Eurocurrency Rate determined or to be determined for such Series 2000-1 Eurocurrency Tranche will not adequately

and fairly reflect the cost to such Series 2000-1 APA Bank (as conclusively certified by such Series 2000-1 APA Bank(s)) of purchasing or maintaining its/their affected portions of relevant Series 2000-1 Eurocurrency Tranches during the related Settlement Period;

then, in either such event, such Funding Agent shall give telecopy or telephonic notice thereof (confirmed in writing) to the Company, the Master Servicer, the Administrative Agent, the Trustee and the Series 2000-1 APA Banks as soon as practicable (but, in any event, within forty-five (45) days after such determination or notice, as applicable) thereafter. Upon delivery of such notice and until such notice has been withdrawn by such Funding Agent, no further Series 2000-1 Eurocurrency Tranches shall be made in the relevant currency or currencies. Each Funding Agent agrees to withdraw any such notice as soon as reasonably practicable after such Funding Agent is notified of a change in circumstances which makes such notice inapplicable.

#### **SECTION 2.12                    Series 2000-1 FX Hedging Agreements.**

The Trustee shall at all times comply with the FX Hedging Policy set forth in **Schedule 6** of the Pooling Agreement.

#### **SECTION 2.13                    Notices, Reports, Directions by Master Servicer.**

Any information, notice or report to be delivered by, or any instructions, requests, demands, elections or directions to be given by, the Master Servicer under this Supplement is, unless otherwise indicated, being delivered or given by the Master Servicer on behalf of the Company in accordance with the provisions of the Pooling Agreement, this Supplement and the Servicing Agreement.

#### **SECTION 2.14                    Optional Termination by the Company.**

- (a) On any Business Day, the Master Servicer may require the Trustee to cause the Series 2000-1 Revolving Period to terminate on the date (the “**Series 2000-1 Optional Termination Date**”) set forth in an irrevocable written notice (the “**Series 2000-1 Optional Termination Notice**”) delivered by the Master Servicer to the Trustee (which date, in any event, shall not be less than (i) thirty (30) days after the date on which such notice is delivered or (ii) as otherwise provided in **Section 2.14(d)**). Following the occurrence of the Series 2000-1 Optional Termination Date, no amounts deposited in the Series 2000-1 Principal Collection Subaccount will be distributed to the Company until the Series 2000-1 Invested Amount is paid in full. To the extent allocated funds are available therefore, payments of principal on the Series 2000-1 VFC Certificates will commence on the Distribution Date next succeeding the Series 2000-1 Optional Termination Date and will be made on each Distribution Date thereafter until the Series 2000-1 Invested Amount is paid in full or the Participation Assets allocated to the Series 2000-1 Interests have been depleted. Notwithstanding the foregoing, the Series 2000-1 Invested Amount may, on (i) any Distribution Date on or after the Series 2000-1 Optional Termination Date, be paid in full out of the proceeds of the issuance of a new Series of Investor Certificates issued in accordance with **Section 5.11** of the Pooling Agreement, together with (if applicable) funds available in the Series 2000-1 Principal Collection Subaccount or (ii) the

Series 2000-1 Optional Termination Date, be paid in full in accordance with the terms set forth in **Section 2.14(b)** through **Section 2.14(h)**. The Trustee shall give prompt notice of its receipt of a Series 2000-1 Optional Termination Notice under this **Section 2.14(a)** to the Series 2000-1 VFC Certificateholders (in the form and at the location specified by such VFC Certificateholder or the Trustee).

- (b) In connection with the consummation of the acquisition of control of the Parent Company by Hexion Specialty Chemicals Inc. (the “**Hexion Acquisition**”), on any Business Day, the Master Servicer may require the Trustee to cause the Series 2000-1 Revolving Period to terminate on the Series 2000-1 Optional Termination Date on the terms set forth in **Section 2.14(b)** through **Section 2.14(h)**. The Master Servicer may initiate, on a preliminary basis, procedures for a Series 2000-1 Optional Termination Date by delivering to the Trustee, the Administrative Agent and each Funding Agent a written notice (an “**Initiation Notice**”) by 11:00 a.m. (New York time) specifying a potential Series 2000-1 Optional Termination Date (a “**Potential Series 2000-1 Optional Termination Date**”) which date shall not be less than one (1) Business Day after the date on which such notice is delivered. Each Funding Agent (on behalf of itself and the Series 2000-1 Purchasers in its VFC Purchaser Group) and the Administrative Agent shall, by 5:00 p.m. (New York time) on the date of receipt of such notice, notify the Company, the Contributor and the Master Servicer of the amount (determined in accordance with the definition of Series 2000-1 Pay-Off Amounts) estimated to pay in full all Company Obligations owing to the Series 2000-1 Purchasers, the Funding Agents, the Administrative Agent and the Trustee (the “**Series 2000-1 Finance Parties**”) as if such amounts were paid on such Potential Series 2000-1 Optional Termination Date (collectively, the “**Estimated Payoff Amount**”). If the Hexion Acquisition does not occur, for any reason, on a Potential Series 2000-1 Optional Termination Date, but is expected to occur after such Potential Series 2000-1 Optional Termination Date, then, (i) if the following Business Day is not a Renotification Date, the following Business Day will be deemed to be the new Potential Series 2000-1 Optional Termination Date without any further notice and (ii) if the following Business Day is a Renotification Date, then the Master Servicer will deliver a written notice specifying a new Potential Series 2000-1 Optional Termination Date (an “**Extension Notice**”), which shall take into account the related CP Tranche Maturity Date; **provided** that if the Master Servicer does not deliver such written notice, the Funding Agent shall determine the new CP Tranche Maturity Date at its discretion. Any Extension Notice may only be given, and any Series 2000-1 Optional Termination Date designated pursuant to the terms set forth in **Section 2.14(b)** through **Section 2.14(h)** may occur only, on a Business Day falling within ten (10) calendar days following the date on which the Master Servicer has delivered the related Initiation Notice or, if such tenth day is not a Business Day, the following Business Day (such period, the “**Initiation Period**”); **provided** that if no Series 2000-1 Optional Termination Date has occurred during an Initiation Period, the Master Servicer may give a new Initiation Notice on the last Business Day of such Initiation Period or any Business Day following the end of the most recently ended Initiation Period; **provided, further**, that the Master Servicer may only give a

total of three (3) Initiation Notices unless otherwise consented to in writing by the Master Servicer, the Company and the Series 2000-1 Finance Parties.

In connection with each new Potential Series 2000-1 Optional Termination Date coinciding with the expected date of the consummation of the Hexion Acquisition, each Series 2000-1 Finance Party will provide, if necessary, revised Estimated Payoff Amounts. If the Master Servicer has knowledge that the Series 2000-1 Optional Termination Date will not occur on the following Business Day, it shall deliver to the Trustee, the Administrative Agent and each Funding Agent a written notice (x) electing to suspend the procedures which would result in each succeeding Business Day becoming a Potential Series 2000-1 Optional Termination Date and (y) designating another Business Day within the relevant Initiation Period as a Potential Series 2000-1 Optional Termination Date and the obligation of the Funding Agents to provide revised Estimated Payment Amounts shall be suspended until the Business Day immediately preceding such designated Potential Series 2000-1 Optional Termination Date. Notwithstanding the provisions of this **Section 2.14**, the Master Servicer shall continue to deliver such notices as may be required under **Section 2.05** and **Section 2.07** to increase or decrease the Series 2000-1 Invested Amount until the occurrence of the Series 2000-1 Optional Termination Date.

- (c) For purposes of this **Section 2.14**:
- (i) “**Renotification Date**” means 5:00 p.m. (New York time) on a Business Day that is three (3) Business Days prior to a related CP Tranche Maturity Date; and
  - (ii) “**CP Tranche Maturity Date**” means each date designated by notice to the Master Servicer from the Funding Agent for a VFC Purchaser Group as the Business Day upon which Commercial Paper notes issued by the Series 2000-1 Conduit Purchaser in the relevant VFC Purchaser Group (or related swap agreements) are anticipated to mature in amounts equal to or greater than the Series 2000-1 Purchaser Invested Amount for such Series 2000-1 Conduit Purchaser.
- (d) Notwithstanding the terms of **Section 2.14(a)**, if, on or prior to 3:00 p.m. (London time), on the Potential Series 2000-1 Optional Termination Date the applicable Series 2000-1 Pay-Off Amounts (as defined below) are paid to the Trustee and the Funding Agents: (i) the Series 2000-1 Invested Amount and all other outstanding Company Obligations shall be paid

to the Series 2000-1 Finance Parties from the proceeds of the Hexion Prepayment Amount (as defined below) and not from funds provided by the Contributor or the Company; (ii) the Master Servicer shall be deemed to have given the Series 2000-1 Optional Termination Notice on such date; (iii) such date shall be deemed to be the Series 2000-1 Optional Termination Date; and (iv) the Series 2000-1 Revolving Period shall automatically terminate on such Series 2000-1 Optional Termination Date. Each Funding Agent shall give prompt notice of its receipt of any notice given by the Master Servicer under Section 2.14(b) or Section 2.14(d) to the Series 2000-1 Purchasers in its VFC Purchaser Group.

- (e) The “**Hexion Prepayment Amount**” shall be an amount paid to the Trustee, the Administrative Agent and the Funding Agents, equal to the amount, calculated by each of Administrative Agent, the Trustee and the Funding Agents to pay in full all Company Obligations owing to the Series 2000-1 Finance Parties as if such payment were received by them on or prior to 3:00 p.m. (London Time) one (1) Business Day after the relevant Potential Series 2000-1 Optional Termination Date. The Hexion Prepayment Amount for each Series 2000-1 Purchaser will be an estimate of the sum (without duplication) of the aggregate: (i) Series 2000-1 Daily Euro Interest Expense, Series 2000-1 Daily Dollar Interest Expense and Series 2000-1 Daily Sterling Interest Expense (as applicable) anticipated to accrue through the relevant CP Tranche Maturity Date (including (A) Series 2000-1 Unused Fee through the relevant CP Tranche Maturity Date and (B) Series 2000-1 Utilization Fee through the relevant Potential Series 2000-1 Optional Termination Date); and (ii) such other amounts due and owing to the Series 2000-1 Finance Parties pursuant to the Pooling Agreement and the Series 2000-1 Supplement, including the applicable Series 2000-1 Purchaser Invested Amount (collectively, the “**Series 2000-1 Pay-Off Amounts**”). The Hexion Prepayment Amount for the Trustee shall be deemed to be the monthly fee of USD 4,583.33 payable to the Trustee. The Series 2000-1 Pay-Off Amounts shall be paid to the accounts of the applicable parties pursuant to payment instructions provided by the Series 2000-1 Finance Parties (which may be set forth in any notice of Estimated Payoff Amounts).
- (f) The Company, the Contributor and the Master Servicer hereby acknowledge that the Series 2000-1 Pay-Off Amounts specified in any notice which is given pursuant to **Section 2.14(e)** are only an estimate of the amounts which are payable to the respective Series 2000-1 Finance Parties. The Contributor and the Master Servicer hereby acknowledge and agree that if any such Series 2000-1 Pay-Off Amounts are insufficient to pay in full the amount of all Company Obligations which are or will be payable to any Series 2000-1 Finance Party pursuant to the Transaction Documents, then the Contributor or the Master Servicer shall pay or cause to be paid to the relevant Series 2000-1 Finance Party an amount equal to any such deficiency within (2) Business Days after written demand therefor. The Contributor and the Master Servicer hereby acknowledge and agree that any amount payable pursuant to the preceding sentence may include any additional cost of funds incurred by a Series 2000-1 Finance Party for funding any such deficiency. Each Series 2000-1 Finance Party hereby acknowledges and agrees that if any Series 2000-1 Pay-Off Amounts paid to it from the proceeds of the Hexion Prepayment Amount are, in its reasonable determination, in excess of amounts necessary to pay in full the amount of all Company Obligations which are or will be payable to such Series 2000-1 Finance Party pursuant to the Transaction Documents, then such Series 2000-1 Finance Party shall pay to the Person(s) designated by the Master Servicer an amount equal to such excess within two (2) Business Days after the final application of the proceeds of the Series 2000-1 Pay-Off Amounts.
- (g) Upon receipt of the Series 2000-1 Pay-Off Amounts on the Series 2000-1 Optional Termination Date, each Funding Agent (on behalf of itself and the

Series 2000-1 Purchasers in its VFC Purchaser Group) and the Administrative Agent shall send written notice in the form attached hereto as **Exhibit H**, on or prior to 4:00 p.m. (London time) on such day, to the Trustee (with a copy to each other) confirming receipt of such amounts. Upon receipt by the Trustee of such notice with respect to each Series 2000-1 Finance Party, the Trustee is hereby authorized and directed to deliver a release in the form attached hereto as **Exhibit I** (the “**Release Agreement**”) on such Series 2000-1 Optional Termination Date. Notwithstanding anything to the contrary in this Supplement or the Agreement, the payment of Series 2000-1 Pay-Off Amounts to the Series 2000-1 Finance Parties in accordance with **Section 2.14(b)** through **Section 2.14(h)** shall be deemed to be a final distribution pursuant to **Section 9.03** of the Agreement with respect to the Series 2000-1 VFC Certificates and the termination provisions of the Pooling Agreement shall be interpreted accordingly.

- (h) The Master Servicer and the Contributor hereby agree to indemnify each Series 2000-1 Finance Party and each of their respective directors, officers, managers and employees (each an “**Indemnified Person**”) against all losses, claims, damages, penalties, judgments, liabilities, costs and expenses (including, but not limited to, all reasonable fees, costs and expenses incurred in the preparation, negotiation, execution and performance of this Series 2000-1 Supplement and the Release Agreement) that such Indemnified Person may on behalf of itself or any other Indemnified Person, pay or incur arising out of or relating to this Series 2000-1 Supplement and the Release Agreement, whether such losses, claims, damages, penalties, judgments, liabilities, costs and expenses are paid or incurred before, on or after the date hereof, excluding, however, any amounts that are finally judicially determined to have resulted from the gross negligence or willful misconduct on the part of any Indemnified Person.

On each Commitment Confirmation Date, the Master Servicer shall determine if the aggregate Series 2000-1 Invested Amount for each VFC Purchaser Group (determined in U.S. Dollars) exceeds the aggregate Series 2000-1 Adjusted Commitment in relation to the Series 2000-1 APA Banks in such VFC Purchaser Group (a “**VFC Excess Exposure**”). If a VFC Excess Exposure exists with respect to a VFC Purchaser Group, the Master Servicer shall, on the relevant Commitment Confirmation Date, make a Series 2000-1 Decrease in an amount equal or greater than such VFC Excess Exposure with respect only to such VFC Purchaser Group but otherwise in accordance with **Section 2.07(f)** and the other provisions of **Section 2.07** which apply thereto pursuant to **Section 2.07(f)**; **provided** that this **Section 2.15** shall not affect or limit the ability otherwise to initiate Series 2000-1 Decreases pursuant to **Section 2.07**.

## **SECTION 2.16                    Allocations Among VFC Purchaser Groups**

Notwithstanding the other provisions of this Supplement which provide that the Series 2000-1 Initial Invested Amount, Series 2000-1 Increases and Series 2000-1 Decreases be allocated among VFC Purchaser Groups pro rata in accordance with the VFC Pro Rata Shares and VFC Currency Pro Rata Shares (the “**Pro Rata Rules**”), the parties hereto acknowledge and agree that allocations in accordance with the Pro Rata Rules may be impractical to achieve

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and agree that the Master Servicer shall take reasonable efforts to comply with the Pro Rata Rules requirements set forth in this Supplement subject to the following conditions:

- (i) the Master Servicer shall use reasonable efforts to allocate Series 2000-1 Increases and Series 2000-1 Decreases among the VFC Purchaser Groups in accordance with the Pro Rata Rules but in any event shall not make any allocation after which, giving effect thereto, any VFC Purchaser Group’s Series 2000-1 Invested Amount would be more than \$15,000,000 (or the U.S. Dollar equivalent of any other currency as determined at the Spot Rate) above or below the Series 2000-1 Invested Amount which would apply in accordance with the Pro Rata Rules (an “**Excess Deviation**”); **provided** that (1) if at any time an Excess Deviation does exist with respect to a VFC Purchaser Group, the Master Servicer shall within three (3) Business Days after the date on which such Excess Deviation first occurred, provide notice thereof to the Funding Agents, and upon receipt of a request by any Funding Agent related to a VFC Purchaser Group with respect to which such Excess Deviation exists, shall within three (3) Business Days after such request, make a Series 2000-1 Decrease in an amount which is sufficient to eliminate such Excess Deviation with respect to such VFC Purchaser Group; in accordance with **Section 2.07(f)** and the other provisions of **Section 2.07** which apply thereto pursuant to **Section 2.07(f)**; and (2) any VFC Purchaser Group may waive the right to request a Series 2000-1 Decrease under this provision; and
- (ii) on each day upon which any Series 2000-1 CP Tranche matures, the Master Servicer shall initiate a Series 2000-1 Increase and/or a Series 2000-1 Decrease which will be allocated among VFC Purchaser Groups in a manner which is consistent with the Pro Rata Rules so that after giving effect to such allocations the Series 2000-1 Invested Amounts are allocated among the VFC Purchaser Groups so that the Series 2000-1 Invested Amounts are allocated approximately in accordance with the Pro Rata Rules;

**provided** that it is understood that the Master Servicer shall not be obliged to take actions to adjust the Series 2000-1 Invested Amounts in accordance with the Pro Rata Rules as required by the foregoing **clauses (i) and (ii)** if the reason such adjustment is required is due to the Series 2000-1 U.S. Dollar Invested Amount being in amount which is not sufficient to allocate to the Dollar Only VFC Purchaser Group in accordance with the Pro Rata Rules.

## **ARTICLE III**

### **ARTICLE III OF THE AGREEMENT**

#### **SECTION 3.01**

**Section 3.01** of the Pooling Agreement and each other section of **Article III** of the Pooling Agreement relating to another Series shall be read in its entirety as provided in the Pooling Agreement. **Article III** of the Pooling Agreement (except for **Section 3.01** thereof and any portion thereof relating to another Series) shall read in its entirety as follows and shall be

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exclusively applicable to the Series 2000-1 VFC Certificates and the Series 2000-1 Subordinated Interests.

#### **SECTION 3A.02                    Establishment of Series 2000-1 Accounts.**

- (a) On the Transferred Business Effective Date, the Trustee shall cause to be established and shall cause to be maintained in the name of the Trustee, as Trustee, with an Eligible Institution, with respect to the Series 2000-1 VFC Certificates:
  - (i) (A) a Concentration Account for Pound Sterling (the “**Series 2000-1 Pound Sterling Concentration Account**”), (B) a Concentration Account for Euro (the “**Series 2000-1 Euro Concentration Account**”), and (C) a Concentration Account for U.S. Dollar (the “**Series 2000-1 U.S. Dollar Concentration Account**”) and, together with the Series 2000-1 Pound Sterling Concentration Account and the Series 2000-1 Euro

Concentration Account, the “**Series 2000-1 Concentration Accounts**”);

- (ii) a series of subaccounts of each Series 2000-1 Concentration Account consisting of (A) a Principal Concentration Subaccount for Pound Sterling (the “**Series 2000-1 Pound Sterling Principal Concentration Subaccount**”), (B) a Principal Concentration Subaccount for Euro (the “**Series 2000-1 Euro Principal Concentration Subaccount**”), and (C) a Principal Concentration Subaccount for U.S. Dollar (the “**Series 2000-1 U.S. Dollar Principal Concentration Subaccount**” and, together with the Series 2000-1 Pound Sterling Principal Concentration Subaccount and the Series 2000-1 Euro Principal Concentration Subaccount, the “**Series 2000-1 Principal Concentration Subaccounts**”);
- (iii) a series of subaccounts of each Series 2000-1 Concentration Account consisting of (A) a Non-Principal Concentration Subaccount for Pound Sterling (the “**Series 2000-1 Pound Sterling Non-Principal Concentration Subaccount**”), (B) a Non-Principal Concentration Subaccount for Euro (the “**Series 2000-1 Euro Non-Principal Concentration Subaccount**”), and (C) a Non-Principal Concentration Subaccount for U.S. Dollar (the “**Series 2000-1 U.S. Dollar Non-Principal Concentration Subaccount**” and, together with the Series 2000-1 Pound Sterling Non-Principal Concentration Subaccount and the Series 2000-1 Euro Non-Principal Concentration Subaccount, the “**Series 2000-1 Non-Principal Concentration Subaccounts**”); and
- (iv) a further series of subaccounts of each of the Series 2000-1 Non-Principal Concentration Subaccounts consisting of (A) an Accrued Interest Subaccount for Pound Sterling (the “**Series 2000-1 Pound Sterling Accrued Interest Subaccount**”), (B) an Accrued Interest Subaccount for Euro (the “**Series 2000-1 Euro Accrued Interest Subaccount**”), and (C) an Accrued Interest Subaccount for U.S. Dollar (the “**Series 2000-1 U.S. Dollar Accrued Interest Subaccount**” and, together with the Series 2000-1 Pound Sterling Accrued Interest

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Subaccount and the Series 2000-1 Euro Accrued Interest Subaccount, the “**Series 2000-1 Accrued Interest Subaccounts**”).

All accounts established pursuant to this Section 3A.02(a) and listed on **Schedule II**, are collectively referred to as the “**Series 2000-1 Accounts**”. Each Series 2000-1 Account shall be under the sole dominion and control of the Trustee. The beneficial interest in each Series 2000-1 Account shall be solely and beneficially owned for the benefit of the Series 2000-1 Purchasers, in each case in accordance with the terms of the Transaction Documents and the records of the Trustee shall bear a designation clearly indicating that the funds deposited therein are so held for the benefit of the Series 2000-1 Purchasers. The Trustee, on behalf of the Trust for the benefit of the Series 2000-1 Purchasers, shall possess all right, title and interest in all funds from time to time on deposit in, and all Eligible Investments credited to, the Series 2000-1 Accounts and in all proceeds thereof. The Series 2000-1 Accounts shall be under the sole dominion and control of the Trustee for the exclusive benefit of the Series 2000-1 Purchasers.

The Trustee hereby appoints The Bank of New York Mellon, and The Bank of New York Mellon hereby agrees to act, as “securities intermediary” (as such term is defined in Section 8-102(a)(14) of the UCC), for and on behalf of the Trustee for the benefit of the Trust, with respect to, each of the Series 2000-1 Accounts and the “security entitlements” and “financial assets” (as each such term is defined in the UCC) with respect thereto. The Bank of New York Mellon in its capacity as securities intermediary with respect to, each of the Series 2000-1 Accounts hereby confirms and agrees that each of the Series 2000-1 Accounts is a “securities account” (as defined in Section 8-501(a) of the UCC). The Bank of New York Mellon hereby further agrees with respect to each of the Series 2000-1 Account that: (x) the Trustee is the sole “entitlement holder” (as such term is defined in Section 8-102(a)(7) of the UCC) with respect to such accounts and no other Person shall have the right to give “entitlement orders” (as such term is defined in Section 8-102(a)(8)) with respect to such accounts; and (y) each item of property (whether investment property, financial asset, security, instrument or cash) credited to such accounts shall be treated by it as a “financial asset” within the meaning of Section 8-102(a)(9) of the UCC. The Bank of New York Mellon agrees to comply with entitlement orders, written instructions or other instructions (for purposes of Sections 8-106 and 9-104 of the UCC) originated by the Trustee, without further consent of the Company, directing disposition of funds in the Series 2000-1 Accounts. The Trustee, the Company and The Bank of New York Mellon hereby agree that notwithstanding any choice of law or governing law otherwise applicable to the Company Concentration Accounts, the Series 2000-1 Accounts, the State of New York is the “securities intermediary’s jurisdiction” for the purposes of Article 8 of the UCC with respect to each of the Series 2000-1 Accounts.

- (b) All Eligible Investments in the Series 2000-1 Accounts shall be held by the Trustee, on behalf of the Trust, for the benefit of the Series 2000-1 Purchasers. Funds on deposit in a Series 2000-1 Account shall, at the written direction of the Master Servicer, be invested by the Trustee in Eligible Investments which

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shall mature on the Business Day prior to the date of the scheduled application of such funds.

- (c) On any Business Day, the Company may deposit funds from Collections only to the subaccount of the General Reserve Account relating to Series 2000-1. At the request of the Master Servicer, on any Business Day the Trustee shall release to the Company any funds on deposit in such subaccount so long and to the extent that (i) the Series 2000-1 Allocated

Receivables Amount is at least equal to the sum of the Series 2000-1 Target Receivables Amount for such day and (ii) the Company is not liable at such time to make any other payment under the Pooling Agreement or this Supplement (whether due at such time or on the next Distribution Date).

- (d) On any Business Day, the Master Servicer may, in accordance with **Section 2.06** of the Servicing Agreement, deposit Servicer Advances into the appropriate currency Series 2000-1 Principal Concentration Subaccount or Series 2000-1 Non-Principal Concentration Subaccount.
- (e) On each date on which a FX Counterparty makes a payment to the Trustee pursuant to a Series 2000-1 FX Hedging Agreement with respect to the Series 2000-1 VFC Certificates, the Trustee shall deposit such payment into the relevant Series 2000-1 Principal Concentration Subaccount. On any Business Day on which the Trustee is required to make a payment to such FX Counterparty pursuant to a Series 2000-1 FX Hedging Agreement, the Trustee may make such payment from funds available in the relevant Series 2000-1 Principal Concentration Subaccount.

### SECTION 3A.03      **Daily Allocations.**

- (a) The portion of the Aggregate Daily Collections allocated to Series 2000-1 pursuant to **Article III** of the Pooling Agreement shall be allocated as set forth in this **Article III**. The Master Servicer shall determine such allocations in accordance with this **Article III** and direct the Trustee to make such allocations by delivering the Daily Report and the Trustee shall allocate such amounts in accordance with the instructions of the Master Servicer in the Daily Report (upon which the Trustee may conclusively rely, subject to its obligation to perform the procedures set forth in the Internal Operating Procedures Memorandum) as follows:
  - (i) **first**, during the Series 2000-1 Amortization Period (if any) amounts are owed to any Person on account of Servicing Fees incurred in respect of the performance of its responsibilities as Successor Master Servicer, an amount equal to the product of (a) the amount so owed to such Successor Master Servicer and (b) a fraction, the numerator of which shall be equal to the Series 2000-1 Invested Amount as of the end of the immediately preceding Accrual Period and the denominator of which shall be equal to the Aggregate Invested Amount as of the end of the immediately preceding Accrual Period shall be transferred from the relevant Series 2000-1 Concentration Account to the relevant Series 2000-1 Non-Principal Concentration Subaccount in accordance with the Account Currency Priority;
  - (ii) **second**, on each Business Day, following the transfers (if any) pursuant to **clause (i)** above, an amount equal to the Series 2000-1 Accrued Expense Amount for such day (or, during the Series 2000-1 Revolving Period, such greater amount as the Master Servicer may request in writing) shall be transferred from the relevant Series 2000-1 Concentration Account to the relevant Series 2000-1 Non-Principal Concentration Subaccount in accordance with the Account Currency Priority; **provided** that:
    - (A) on the tenth (10<sup>th</sup>) Business Day of each Accrual Period (and each Business Day thereafter, if necessary, until the full amount of any positive Series 2000-1 Accrued Expense Adjustment is transferred),
    - (B) on the day of any Series 2000-1 Increase (and each Business Day thereafter, if necessary, until the full amount of any positive Series 2000-1 Accrued Expense Adjustment is transferred),
    - (C) on the day of any distribution pursuant to **Section 2.07**, and
    - (D) on the last Business Day of each Accrual Period,
 an amount equal to the Series 2000-1 Accrued Expense Adjustment shall, if such adjustment is a positive amount, be transferred from the relevant Series 2000-1 Concentration Account to the relevant Series 2000-1 Non-Principal Concentration Subaccount in accordance with the Account Currency Priority, or if such adjustment is a negative amount, be transferred from the relevant Series 2000-1 Non-Principal Concentration Subaccount to the relevant Series 2000-1 Concentration Account with respect to the same currency (or deducted from the transfer in respect of the Series 2000-1 Accrued Expense Amount for such Business Day);
  - (iii) **third**, on each Business Day (including Distribution Dates), following the transfers pursuant to **sub-clauses (i) and (ii)** above, any remaining funds on deposit in the Series 2000-1 Concentration Accounts shall be transferred by the Trustee to the relevant Series 2000-1 Principal Concentration Subaccounts with respect to the same currency.
- (b) (i) On each Business Day during the Series 2000-1 Revolving Period (including Distribution Dates), after giving effect to (x) all allocations of Aggregate Daily Collections referred to in **subparagraphs (a)(i), (a)(ii) and (a)(iii)** on such Business Day and (y) any deposit resulting from a Series 2000-1 Increase (if any) pursuant to **Section 2.05(d)** on such Business Day, amounts on deposit in the Series 2000-1 Principal Concentration Subaccounts shall be distributed by the Trustee not later than 2:30 p.m. London time (but only to the extent that the Trustee has received a Daily Report which reflects the receipt of the Aggregate Daily Collections on deposit therein not later than 12:30 p.m. London time, upon which Daily Report the Trustee may conclusively rely,

subject to its obligation to perform the procedures set forth in the Internal Operating Procedures Memorandum),

- (A) **first**, to distribute to the account designated by the Master Servicer an amount equal to the Outstanding Amount Advanced (if any) from the applicable Series 2000-1 Principal Concentration Subaccount corresponding to the Approved Currency in which the Master Servicer has made the Servicer Advance;
- (B) **second**, to distribute amounts payable with respect to reductions in the Series 2000-1 Invested Amount and Series 2000-1 Subordinated Interest Amount in accordance with **Section 2.07**; and
- (C) **third**, any remaining balances in the Series 2000-1 Principal Concentration Subaccounts shall be transferred to the relevant Company Receipts Accounts in accordance with directions contained in the Daily Report or to such accounts or such Persons as the Master Servicer may direct in writing (which directions may consist of standing instructions provided by the Company that shall remain in effect until changed by the Company in writing);

**provided** that (1) the distributions under **sub-clauses (A) and (C)** shall be made only if no Series 2000-1 Early Amortization Event, or Potential Series 2000-1 Early Amortization Event or has occurred and is continuing; and (2) distributions from the Series 2000-1 Principal Concentration Subaccount for purposes of **sub-clause (C)** above and **Section 2.07** shall be made in accordance with the Account Currency Priority.

- (ii) On each Business Day during the Series 2000-1 Amortization Period (including Distribution Dates), funds deposited in the Series 2000-1 Principal Concentration Subaccounts shall be invested in Eligible Investments that mature on or prior to the Business Day immediately preceding the next Distribution Date and shall be distributed on such Distribution Date in accordance with **Section 3A.06(c)**. Except as set forth in **Section 3A.06(c)**, no amounts on deposit in any Series 2000-1 Principal Concentration Subaccount shall be distributed by the Trustee to the Company or the owner of the Series 2000-1 Subordinated Interests during the Series 2000-1 Amortization Period; **provided** that amounts on deposit which represent Collections received on Ineligible Receivables, may be released to the Company subject to payment having been made by the Company in respect of such Ineligible Receivables in accordance with **Section 2.05** of the Pooling Agreement and/or (as the case may be) the Exchangeable Company Interests having been reduced in accordance therewith and the Trustee having received all relevant payments from the Company in connection with the foregoing.

- (c) (i) On each Business Day, an amount equal to the Series 2000-1 Daily U.S. Dollar Interest Deposit for such day shall be transferred by the Trustee, based solely on the information provided to the Trustee by the Master Servicer in the Daily Report (upon which the Trustee may conclusively rely, subject to its obligation to perform the procedures set forth in the Internal Operating Procedures Memorandum), from the relevant Series 2000-1 Non-Principal Concentration Subaccount to the relevant Series 2000-1 Accrued Interest Subaccount in accordance with the Account Currency Priority. Amounts transferred pursuant to **sub-clauses (b)(1)(ii) and (iii)** of the Account Currency Priority shall be converted into U.S. Dollars at the applicable currency Spot Rate provided by the Paying Agent prior to any such transfer.
- (ii) On each Business Day, an amount equal to the Series 2000-1 Daily Euro Interest Deposit for such day shall be transferred by the Trustee, based solely on the information provided to the Trustee by the Master Servicer in the Daily Report (upon which the Trustee may conclusively rely, subject to its obligation to perform the procedures set forth in the Internal Operating Procedures Memorandum), from the relevant Series 2000-1 Non-Principal Concentration Subaccount to the relevant Series 2000-1 Accrued Interest Subaccount in accordance with the Account Currency Priority. Amounts transferred pursuant to **sub-clauses (b)(2)(ii) and (iii)** of the Account Currency Priority shall be converted into Euro at the applicable currency Spot Rate provided by the Paying Agent prior to any such transfer.
- (iii) On each Business Day, an amount equal to the Series 2000-1 Daily Sterling Interest Deposit for such day shall be transferred by the Trustee, based solely on the information provided to the Trustee by the Master Servicer in the Daily Report (upon which the Trustee may conclusively rely, subject to its obligation to perform the procedures set forth in the Internal Operating Procedures Memorandum), from the relevant Series 2000-1 Non-Principal Concentration Subaccount to the relevant Series 2000-1 Accrued Interest Subaccount in accordance with the Account Currency Priority. Amounts transferred pursuant to **sub-clauses (b)(3)(ii) and (iii)** of the Account Currency Priority shall be converted into Pounds Sterling at the applicable currency Spot Rate provided by the Paying Agent prior to any such transfer.
- (d) The allocations to be made pursuant to this **Section 3A.03** are subject to the provisions of **Sections 2.05, 2.06, 7.02 and 9.01** of the Pooling Agreement.

The amount in respect of interest distributable with respect to the Series 2000-1 VFC Certificates on each Distribution Date for the Accrual Period then ending shall be determined by the Master Servicer as follows:

- (a) (i) (1) For the Series 2000-1 U.S. Dollar VFC Certificates, the amount of interest distributable ("**Series 2000-1 U.S. Dollar Monthly Interest**")

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**Distribution**") on each Distribution Date shall be the aggregate amount of Series 2000-1 Daily U.S. Dollar Interest Expense accrued during the Accrual Period ending on such Distribution Date, (2) for the Series 2000-1 Euro VFC Certificates, the amount of interest distributable ("**Series 2000-1 Euro Monthly Interest Distribution**") on each Distribution Date shall be the aggregate amount of Series 2000-1 Daily Euro Interest Expense accrued during the Accrual Period ending on such Distribution Date and (3) for the Series 2000-1 Sterling VFC Certificates, the amount of interest distributable ("**Series 2000-1 Sterling Monthly Interest Distribution**") on each Distribution Date shall be the aggregate amount of Series 2000-1 Daily Sterling Interest Expense accrued during the Accrual Period ending on such Distribution Date.

- (ii) On or before the first day of each Accrual Period or any other day (other than a Distribution Date) upon which (x) a Series 2000-1 Increase is to occur in accordance with **Section 2.05** or (y) the Series 2000-1 Invested Amounts are to be reduced in accordance with **Section 2.07**, each Funding Agent shall notify the Trustee and the Master Servicer of the Series 2000-1 U.S. Dollar Certificate Rate applicable with respect to the Series 2000-1 U.S. Dollar VFC Certificates, the Series 2000-1 Euro Certificate Rate applicable with respect to the Series 2000-1 Euro VFC Certificates and the Series 2000-1 Sterling Certificate Rate applicable with respect to the Series 2000-1 Sterling VFC Certificates for its VFC Purchaser Group (and, if applicable, the CP Rate, Eurocurrency Rate or ABR which applies and the Series 2000-1 U.S. Dollar Invested Amount, the Series 2000-1 Euro Invested Amount and Series 2000-1 Sterling Invested Amount as to which such rates apply).
- (iii) If the Series 2000-1 U.S. Dollar Certificate Rate applicable to any Series 2000-1 U.S. Dollar VFC Certificate, the Series 2000-1 Euro Certificate Rate applicable to any Series 2000-1 Euro VFC Certificate or the Series 2000-1 Sterling Certificate Rate applicable to any Series 2000-1 Sterling VFC Certificate changes during any Accrual Period, the Funding Agent with respect to the VFC Purchaser Group to which such change applies shall notify the Trustee and the Master Servicer of such changes. The parties to this Supplement hereby acknowledge and agree that the Series 2000-1 CP Rate determined with respect to any Series 2000-1 CP Tranche represents an estimate of the expected rate that would apply to the funding of such Series 2000-1 CP Tranche for the relevant Series 2000-1 CP Rate Period. At least two (2) Business Days prior to the last day of the Accrual Period, the related Funding Agent shall notify the Trustee and the Master Servicer of the actual rate and corresponding CP Costs for the Accrual Period then ending.
- (iv) Following any change in the amount of any Series 2000-1 Eurocurrency Tranche, Series 2000-1 CP Tranche or Series 2000-1 Floating Tranche or the Series 2000-1 U.S. Dollar Certificate Rate, Series 2000-1 Euro Certificate Rate or Series 2000-1 Sterling

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Certificate Rate which applies to all or any portion thereof during an Accrual Period:

- (A) the Series 2000-1 U.S. Dollar Monthly Interest, Series 2000-1 Euro Monthly Interest or Series 2000-1 Sterling Monthly Interest (as applicable) shall be calculated with respect to such changed amount and/or changed rate for the number of days in the Accrual Period during which such changed amount is outstanding and/or changed rate is applicable; and
  - (B) the Master Servicer shall amend the Monthly Settlement Report to reflect the adjustment in the Series 2000-1 U.S. Dollar Monthly Interest, Series 2000-1 Euro Monthly Interest or Series 2000-1 Sterling Monthly Interest for such Accrual Period caused by such change and any consequent adjustments and the Master Servicer shall also provide written notification to the Trustee of any such change in the Series 2000-1 U.S. Dollar Certificate Rate, the Series 2000-1 Euro Certificate Rate or the Series 2000-1 Sterling Certificate Rate.
  - (C) Any amendment to the Monthly Settlement Report pursuant to this **Section 3A.04(a)(iv)** shall be completed by 1:00 p.m. London time, on the next Settlement Report Date.
- (b) (i) On each Distribution Date, the Master Servicer shall determine the excess, if any (the "**Series 2000-1 U.S. Dollar Interest Shortfall**"), of (i) the aggregate Series 2000-1 U.S. Dollar Monthly Interest Distribution for the Accrual Period ending on such Distribution Date over (ii) the sum of (A) the amount that will be available to be distributed to the Series 2000-1 Purchasers on such Distribution Date in respect thereof pursuant to **Sections 3A.03** and **3A.06(a)** and (B) the amount of Servicer Advances (if any) made by the Master Servicer pursuant to **Section 2.06** of the Servicing Agreement and **Section 3A.02(d)** for purposes of paying the Series 2000-1 U.S.



Dollar Monthly Interest Distribution for such Accrual Period. If the Series 2000-1 U.S. Dollar Interest Shortfall with respect to any Distribution Date is greater than zero, an additional amount (“**Series 2000-1 U.S. Dollar Additional Interest**”) equal to the product of (A) the number of days until such Series 2000-1 U.S. Dollar Interest Shortfall shall be repaid **divided by** 365 (or 366, as the case may be), (B) the ABR **plus** 3.50% and (C) such Series 2000-1 U.S. Dollar Interest Shortfall that has not been paid to the Series 2000-1 Purchasers shall be payable as provided herein with respect to the Series 2000-1 U.S. Dollar VFC Certificates on each Distribution Date following such Distribution Date to but excluding the Distribution Date on which such Series 2000-1 U.S. Dollar Interest Shortfall is paid to the Series 2000-1 U.S. Dollar VFC Certificateholders.

- (ii) On each Distribution Date, the Master Servicer shall determine the excess, if any (the “**Series 2000-1 Euro Interest Shortfall**”), of (i) the aggregate Series 2000-1 Euro Monthly Interest Distribution for the

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Accrual Period ending on such Distribution Date over (ii) the sum of (A) the amount that will be available to be distributed to the Series 2000-1 Purchasers on such Distribution Date in respect thereof pursuant to **Sections 3A.03 and 3A.06(a)** and (B) the amount of Servicer Advances (if any) made by the Master Servicer pursuant to **Section 2.06** of the Servicing Agreement and **Section 3A.02(d)** for purposes of paying the Series 2000-1 Euro Monthly Interest Distribution for such Accrual Period. If the Series 2000-1 Euro Interest Shortfall with respect to any Distribution Date is greater than zero, an additional amount (“**Series 2000-1 Euro Additional Interest**”) equal to the product of (A) the number of days until such Series 2000-1 Euro Interest Shortfall shall be repaid **divided by** 365 (or 366, as the case may be), (B) the ABR **plus** 3.50% and (C) such Series 2000-1 Euro Interest Shortfall that has not been paid to the Series 2000-1 Purchasers shall be payable as provided herein with respect to the Series 2000-1 Euro VFC Certificates on each Distribution Date following such Distribution Date to but excluding the Distribution Date on which such Series 2000-1 Euro Interest Shortfall is paid to the Series 2000-1 Euro VFC Certificateholders.

- (iii) On each Distribution Date, the Master Servicer shall determine the excess, if any (the “**Series 2000-1 Sterling Interest Shortfall**”), of (i) the aggregate Series 2000-1 Sterling Monthly Interest Distribution for the Accrual Period ending on such Distribution Date over (ii) the sum of (A) the amount that will be available to be distributed to the Series 2000-1 Purchasers on such Distribution Date in respect thereof pursuant to **Sections 3A.03 and 3A.06(a)** and (B) the amount of Servicer Advances (if any) made by the Master Servicer pursuant to **Section 2.06** of the Servicing Agreement and **Section 3A.02(d)** for purposes of paying the Series 2000-1 Sterling Monthly Interest Distribution for such Accrual Period. If the Series 2000-1 Sterling Interest Shortfall with respect to any Distribution Date is greater than zero, an additional amount (“**Series 2000-1 Sterling Additional Interest**”) equal to the product of (A) the number of days until such Series 2000-1 Sterling Interest Shortfall shall be repaid **divided by** 365 (or 366, as the case may be), (B) the ABR **plus** 3.50% and (C) such Series 2000-1 Sterling Interest Shortfall that has not been paid to the Series 2000-1 Purchasers shall be payable as provided herein with respect to the Series 2000-1 Sterling VFC Certificates on each Distribution Date following such Distribution Date to but excluding the Distribution Date on which such Series 2000-1 Sterling Interest Shortfall is paid to the Series 2000-1 Sterling VFC Certificateholders.

- (c) On any Business Day, the Master Servicer may, with respect to any VFC Purchaser Group and subject to **Section 3A.04(d)**, elect to allocate all or any portion of the Series 2000-1 Available Pricing Amount:

- (i) prior to a Conduit Purchaser Termination Event with respect to the related Series 2000-1 Conduit Purchaser, to a Series 2000-1 CP Tranche commencing on such Business Day by giving the

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Administrative Agent and each Funding Agent irrevocable written or telephonic (confirmed in writing) notice thereof, which notice must be received by the Funding Agents prior to 7:00 a.m. New York City time, three (3) Business Days (or if such notice relates to the Series 2000-1 Purchaser U.S. Dollar Investment Amount, two (2) Business Days) prior to such Business Day (**provided** that the selection of Series 2000-1 CP Tranches shall be at the sole discretion of the related Funding Agents); or

- (ii)
    - (x) on or after the occurrence of a Conduit Purchaser Termination Event or Series 2000-1 Purchase Date with respect to the related Conduit Purchaser, to one or more Series 2000-1 Eurocurrency Tranches by reference to the ABR by giving the Administrative Agent and the Funding Agents irrevocable written or telephonic (confirmed in writing) notice, thereof, which notice must be received prior to 7:00 a.m. New York City time on such Business Day, or (y) on or after the occurrence of a Conduit Purchaser Termination Event with respect to the related Conduit Purchaser or Series 2000-1 Purchase Date with respect to the related Conduit Purchaser, to one or more Series 2000-1 Eurocurrency Tranches with Series 2000-1 Eurocurrency Periods commencing on such Business Day by giving the Administrative Agent and the Funding Agents irrevocable written or telephonic (confirmed in writing) notice thereof, which notice must be received by the Funding Agents prior to 7:00 a.m. New York City time, three (3) Business Days prior to such Business Day.

Each such notice shall specify (A) the applicable Business Day, (B) the currency of the Series 2000-1 Available Pricing

Amount with respect to such allocation, (C) the Series 2000-1 Available Pricing Amount that shall be allocable to any Series 2000-1 CP Tranche and (D) the Series 2000-1 Eurocurrency Period and the portion of the Series 2000-1 Available Pricing Amount being allocated to each Series 2000-1 Eurocurrency Tranche (if any). On or after any Series 2000-1 Purchase Date with respect to a VFC Purchaser Group, each Funding Agent shall notify the related Series 2000-1 APA Banks of the contents of each such notice promptly upon receipt thereof. So long as no Conduit Purchaser Termination Event has occurred with respect to any of the Series 2000-1 Conduit Purchasers, the allocation of Series 2000-1 Available Pricing Amount in a specified currency to Series 2000-1 CP Tranches shall be allocated as among the Series 2000-1 Conduit Purchasers *pro rata* based on their VFC Currency Pro Rata Share with respect to such specified currency.

(d) Notwithstanding anything to the contrary contained in this **Section 3A.04**:

- (i) if a Series 2000-1 Conduit Purchaser holds a Series 2000-1 Purchaser Invested Amount, such Series 2000-1 Conduit Purchaser shall approve the portion of the Series 2000-1 Invested Amount funded by it which is to be allocated to Series 2000-1 CP Tranches; and
- (ii) if a Series 2000-1 APA Bank holds a Series 2000-1 Purchaser Invested Amount:

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- (A) the portion of the Series 2000-1 Purchaser Invested Amount with respect to such Series 2000-1 APA Bank allocable to each Series 2000-1 Eurocurrency Tranche must be in an amount equal to 500,000 units of the currency applicable for such Series 2000-1 Eurocurrency Tranche or an integral multiple of 500,000 units of the currency applicable for such Series 2000-1 Eurocurrency Tranche in excess thereof;
- (B) no more than five Series 2000-1 Eurocurrency Tranches shall be outstanding at any one time with respect to any VFC Purchaser Group;
- (C) after the occurrence and during the continuance of any Series 2000-1 Early Amortization Event or Potential Series 2000-1 Early Amortization Event, each Funding Agent may choose to allocate any portion of the Series 2000-1 Available Pricing Amount with respect to its VFC Purchaser Group to a Series 2000-1 Eurocurrency Tranche or Series 2000-1 Floating Rate Tranche; and
- (D) after the end of the Series 2000-1 Revolving Period, the Company (or the Master Servicer on behalf of the Company) may not select any Series 2000-1 Eurocurrency Period that does not end on or prior to the next succeeding Distribution Date.

#### **SECTION 3A.05            Determination of Series 2000-1 Monthly Principal.**

- (a) **Payments of Series 2000-1 Principal.** The amount of principal in respect of the Series 2000-1 U.S. Dollar VFC Certificates (the “**Series 2000-1 U.S. Dollar Monthly Principal Payment**”), the amount of principal in respect of the Series 2000-1 Euro VFC Certificates (the “**Series 2000-1 Euro Monthly Principal Payment**”) and the amount of principal in respect of the Series 2000-1 Sterling VFC Certificates (the “**Series 2000-1 Sterling Monthly Principal Payment**”) distributable from the Series 2000-1 Principal Concentration Subaccounts on each Distribution Date during the Series 2000-1 Amortization Period shall be equal to the amount on deposit in such subaccounts on the immediately preceding Settlement Report Date after giving effect to any payments which in accordance with **Section 3A.02(e)** are to be received from or are required to be made to the FX Counterparty pursuant to any Series 2000-1 FX Hedging Agreements with respect to the Series 2000-1 VFC Certificates; **provided, however**, that the Series 2000-1 U.S. Dollar Monthly Principal Payment, the Series 2000-1 Euro Monthly Principal Payment and the Series 2000-1 Sterling Monthly Principal Payment on any Distribution Date shall not exceed the Series 2000-1 U.S. Dollar Invested Amount, the Series 2000-1 Euro Invested Amount and the Series 2000-1 Sterling Invested Amount, respectively, on such Distribution Date after giving effect to the reductions and increases pursuant to **paragraphs (b) and (c)** below. Further, on any other Business Day during the Series 2000-1 Amortization Period, funds shall be distributed from the Series 2000-1

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Principal Concentration Subaccounts to the Series 2000-1 VFC Certificateholders in accordance with **Section 2.07** of this Supplement.

- (b) **Reductions to Series 2000-1 Principal.** If, on any Special Allocation Settlement Report Date, the Series 2000-1 Allocable Charged-Off Amount is greater than zero for the related Settlement Period, the Trustee shall (in accordance with the written directions of the Master Servicer provided in accordance with **Section 3.01(b)(ii)** of the Pooling Agreement, upon which the Trustee may conclusively rely, subject to its obligation to perform the procedures set forth in the Internal Operating Procedures Memorandum) make the following applications of such amount in the following order of priority:
  - (i) **first**, the Series 2000-1 Required Subordinated Amount shall be reduced (but not below zero) by an amount equal to the Series 2000-1 Allocable Charged-Off Amount (which shall be reduced by the amount so applied); and

- (ii) **second**, to the extent that the Series 2000-1 Allocable Charged-Off Amount is greater than zero following the applications in **clause (i)** above, the Series 2000-1 U.S. Dollar Invested Amount, the Series 2000-1 Euro Invested Amount and the Series 2000-1 Sterling Invested Amount shall be reduced *pro rata* (but not below zero) by such remaining Series 2000-1 Allocable Charged-Off Amount (which shall be reduced by the amount so applied) and such reduction shall be allocated to the Series 2000-1 Purchaser U.S. Dollar Invested Amount, the Series 2000-1 Purchaser Euro Invested Amount and the Series 2000-1 Purchaser Sterling Invested Amount *pro rata* based on the amount each of the Series 2000-1 Purchaser U.S. Dollar Invested Amount, Series 2000-1 Purchaser Euro Invested Amount and/or Series 2000-1 Purchaser Sterling Invested Amount (as applicable) represents of the aggregate Series 2000-1 Invested Amount.
- (c) **Increases to Series 2000-1 Principal.** If, on any Special Allocation Settlement Report Date, the Series 2000-1 Allocable Recoveries Amount is greater than zero for the related Settlement Period, the Trustee shall (in accordance with written directions from the Master Servicer upon which the Trustee may conclusively rely, subject to its obligation to perform the procedures set forth in the Internal Operating Procedures Memorandum) make the following applications (after giving effect to the applications in **Section 3A.05(b)** of such amount in the following order of priority):
  - (i) **first**, the Series 2000-1 U.S. Dollar Invested Amount, the Series 2000-1 Euro Invested Amount and the Series 2000-1 Sterling Invested Amount shall be increased (but only to the extent of any previous reductions of the Series 2000-1 U.S. Dollar Invested Amount, the Series 2000-1 Euro Invested Amount and the Series 2000-1 Sterling Invested Amount pursuant to **Section 3A.05(b)(ii)**) by the amount of the Series 2000-1 Allocable Recoveries Amount (which shall be reduced by the amount so applied) and such increase shall be allocated to the Series 2000-1 Purchaser U.S. Dollar Invested Amount, the Series 2000-1 Purchaser Euro Invested Amount and the Series 2000-1

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Purchaser Sterling Invested Amount *pro rata* based on the amount each of the Series 2000-1 Purchaser U.S. Dollar Invested Amount, Series 2000-1 Purchaser Euro Invested Amount and/or Series 2000-1 Purchaser Sterling Invested Amount (as applicable) represents of the aggregate Series 2000-1 Invested Amount; and

- (ii) **second**, to the extent that the Series 2000-1 Allocable Recoveries Amount is greater than zero following the applications in **clause (i)** above, the Series 2000-1 Required Subordinated Amount shall be increased (but only to the extent of any previous reductions of the Series 2000-1 Required Subordinated Amount pursuant to **Section 3A.05(b)(i)**) by such remaining Series 2000-1 Allocable Recoveries Amount (which shall be reduced by the amount so applied).

## SECTION 3A.06 Applications.

### (a) Series 2000-1 Accrued Interest Subaccounts.

The Trustee shall distribute to the Paying Agent, based solely on the information provided to the Trustee by the Master Servicer in the Daily Report (upon which the Trustee may conclusively rely, subject to its obligation to perform the procedures set forth in the Internal Operating Procedures Memorandum), on each Distribution Date, from amounts on deposit in the Series 2000-1 Accrued Interest Subaccounts in accordance with the Account Currency Priority:

- (i) an amount equal to the Outstanding Amount Advanced with respect to Series 2000-1 (if any), to the account designated by the Master Servicer pursuant to **Section 3A.02(d)**; and
- (ii) *pro rata*:
- (x) for the Series 2000-1 U.S. Dollar VFC Certificates, an amount equal to the Series 2000-1 U.S. Dollar Monthly Interest Distribution payable on such Distribution Date (such amount, the “**Series 2000-1 U.S. Dollar Monthly Interest Payment**”), **plus** the amount of any Series 2000-1 U.S. Dollar Monthly Interest Payment previously due but not distributed to the Series 2000-1 Purchasers on a prior Distribution Date, **plus** the amount of any Series 2000-1 U.S. Dollar Additional Interest for such Distribution Date and any Series 2000-1 U.S. Dollar Additional Interest previously due but not distributed to the applicable Series 2000-1 Purchasers on a prior Distribution Date;
- (y) for the Series 2000-1 Euro VFC Certificates, an amount equal to the Series 2000-1 Euro Monthly Interest Distribution payable on such Distribution Date (such amount, the “**Series 2000-1 Euro Monthly Interest Payment**”), **plus** the amount of any Series 2000-1 Euro Monthly Interest Payment previously due but not distributed to the Series 2000-1 Purchasers on a prior Distribution Date, **plus** the amount of any Series 2000-1 Euro Additional Interest for such Distribution Date and any Series 2000-1 Euro Additional Interest previously due

but not distributed to the applicable Series 2000-1 Purchasers on a prior Distribution Date; and

- (z) for the Series 2000-1 Sterling VFC Certificates, an amount equal to the Series 2000-1 Sterling Monthly Interest Distribution payable on such Distribution Date (such amount, the “**Series 2000-1 Sterling Monthly Interest Payment**”), **plus** the amount of any Series 2000-1 Sterling Monthly Interest Payment previously due but not distributed to the Series 2000-1 Purchasers on a prior Distribution Date, **plus** the amount of any Series 2000-1 Sterling Additional Interest for such Distribution Date and any Series 2000-1 Sterling Additional Interest previously due but not distributed to the applicable Series 2000-1 Purchasers on a prior Distribution Date.

(b) **Series 2000-1 Non-Principal Concentration Subaccounts.**

On each Distribution Date, the Trustee shall, based solely on the information provided to the Trustee by the Master Servicer in the Daily Report (upon which the Trustee may conclusively rely, subject to its obligation to perform the procedures set forth in the Internal Operating Procedures Memorandum), apply funds on deposit in the Series 2000-1 Non-Principal Concentration Subaccounts in the following order of priority to the extent funds are available:

- (i) **first**, an amount equal to the Series 2000-1 Monthly Servicing Fee for the Accrual Period ending on such Distribution Date shall be withdrawn by the Trustee and paid to the Master Servicer (**less** any amounts payable to the Trustee pursuant to **Section 8.05** of the Pooling Agreement, which shall be paid to the Trustee) from the Series 2000-1 Non-Principal Concentration Subaccounts in accordance with the Account Currency Priority (amounts paid pursuant to **sub-clauses (b)(1)(ii)** or **(iii)** of the Account Currency Priority shall be converted to U.S. Dollars at the applicable currency Spot Rate provided by the Paying Agent);
- (ii) **second**, (following the applications in **clause (i)**, an amount equal to any Series 2000-1 Program Costs due and payable shall be withdrawn by the Trustee and paid to the Persons owed such amounts from the Series 2000-1 Non-Principal Concentration Subaccounts in accordance with the Account Currency Priority; and
- (iii) **third**, any remaining amounts on deposit in the Series 2000-1 Non-Principal Concentration Subaccounts (in excess of the Series 2000-1 Accrued Expense Amount as of such Distribution Date) not allocated pursuant to **clauses (i)** and **(ii)** above shall be paid to the holder of the Series 2000-1 Subordinated Interests; **provided, however**, that during the Series 2000-1 Amortization Period, such remaining amounts shall be deposited in the relevant Series 2000-1 Principal Concentration Subaccount for distribution in accordance with **Section 3A.06(c)**.

(c) **Series 2000-1 Amortization Period - Series 2000-1 Principal Concentration Subaccounts.**

During (x) the Series 2000-1 Amortization Period and (y) during any period following the occurrence of the Series 2000-1 Optional Termination Date and ending on the Series 2000-1 Optional Termination Final Distribution Date (as applicable), the Trustee shall, based solely on the information provided to the Trustee by the Master Servicer in the Daily Report (upon which the Trustee may conclusively rely, subject to its obligation to perform the procedures set forth in the Internal Operating Procedures Memorandum), apply, on each Distribution Date, amounts on deposit in the Series 2000-1 Principal Concentration Subaccounts in the following order of priority:

- (i) **first**, an amount equal to the Outstanding Amount Advanced with respect to the Series 2000-1 (if any) shall be distributed from the applicable Series 2000-1 Principal Subaccount corresponding to the Approved Currency in which the Master Servicer has made the Servicer Advance to the account designated by the Master Servicer pursuant to **Section 3A.02(d)**;
- (ii) **second**, an amount equal to the Series 2000-1 U.S. Dollar Monthly Principal Payment, the Series 2000-1 Euro Monthly Principal Payment and the Series 2000-1 Sterling Monthly Principal Payment for such Distribution Date shall be distributed to the Paying Agent, on behalf of the Series 2000-1 Purchasers, from the Series 2000-1 Principal Concentration Subaccounts in accordance with the Account Currency Priority *pro rata* to the Series 2000-1 U.S. Dollar VFC Certificateholders, the Series 2000-1 Euro VFC Certificateholders and the Series 2000-1 Sterling VFC Certificateholders in reduction (to zero) of the Series 2000-1 U.S. Dollar Invested Amount, the Series 2000-1 Euro Invested Amount and the Series 2000-1 Sterling Invested Amount, respectively;
- (iii) **third**, if, following the payment in full of all amounts set forth in **clauses (i)** and **(ii)** above, any amounts are owed to the Trustee or the Series 2000-1 Purchasers, such amounts shall be transferred to pay the Trustee or the Paying Agent, on behalf of the Series 2000-1 Purchasers, as the case may be, from the Series 2000-1 Principal Concentration Subaccounts in accordance with the Account Currency Priority; and
- (iv) **fourth**, following the payment in full of all amounts set forth in **clauses (i)**, **(ii)** and **(iii)** above, the remaining (if any) amounts on deposit in the Series 2000-1 Principal Concentration Subaccounts on such Distribution Date shall be distributed to the Company, as holder of the Series 2000-1 Subordinated Interests.

Notwithstanding the foregoing, during the Amortization Period the Administrative Agent may, at the direction of the Funding Agents representing 66-<sup>2</sup>/<sub>3</sub>% or more of the Series 2000-1 Invested Amount, apply (or direct the Paying Agent to apply) amounts on deposit in the Series 2000-1 Principal

Concentration Accounts as between the Series 2000-1 Euro VFC Certificates, Series 2000-1 Sterling VFC Certificates and the Series 2000-1 U.S. Dollar VFC Certificates taking into account prevailing exchange rates in order to maximize payments in respect of the Series 2000-1 Euro Invested Amount, Series 2000-1 Sterling Invested Amount and the Series 2000-1 U.S. Dollar Invested Amount; **provided** that such application by the Administrative Agent, at the direction of the Funding Agents, shall be made on an equitable basis taking into account the outstanding Series 2000-1 Invested Amount in respect of each VFC Purchaser Group.

## ARTICLE IV

### DISTRIBUTIONS AND REPORTS

**Article IV** of the Pooling Agreement (except for any portion thereof relating to another Series) shall read in its entirety as follows and the following shall be exclusively applicable to the Series 2000-1 VFC Certificate issued pursuant to this Supplement:

#### SECTION 4A.01            **Distributions.**

- (a) On each Distribution Date, the Trustee shall distribute to each Funding Agent with respect to its VFC Purchaser Group from the accounts indicated in **Article III** the aggregate amount to be distributed to all Series 2000-1 Purchasers pursuant to **Article III**. Each Funding Agent shall distribute to each related Series 2000-1 Purchaser to which such amounts are owed its *pro rata* share of such amounts based upon the Series 2000-1 Invested Amount at such time owned by each Series 2000-1 Purchaser in such Funding Agent's VFC Purchaser Group or as is otherwise required by this Supplement, the applicable Series 2000-1 Asset Purchase Agreement or related agreements.
- (b) All allocations and distributions hereunder shall be in accordance with the Daily Report and the Monthly Settlement Report and shall be made in accordance with the provisions of **Section 11.04** and subject to **Section 3.01(i)** of the Pooling Agreement.
- (c) All distributions which pursuant to **Section 3A.06**, are to be made *pro rata* as between the Series 2000-1 U.S. Dollar VFC Certificates, the Series 2000-1 Sterling VFC Certificates and the Series 2000-1 Euro VFC Certificates shall be determined *pro rata* based on the Series 2000-1 Invested Amount of the Series 2000-1 U.S. Dollar VFC Certificates, the Series 2000-1 Sterling VFC Certificates and the Series 2000-1 Euro VFC Certificates (determined with respect to Series 2000-1 VFC Certificates not denominated in U.S. Dollars in U.S. Dollars at the Spot Rate as determined on the Business Day immediately preceding the relevant distribution).
- (d) For purposes of clarification, the Account Currency Priority shall not affect the determination of the respective priority or amounts to be paid with respect to the Series 2000-1 VFC Certificates denominated in different currencies but rather determines the priority of the source of funds to be applied to the amounts that are to be distributed with respect to the Series 2000-1 VFC Certificates denominated in a specific currency.

#### SECTION 4A.02            **Daily Reports.**

The Master Servicer shall provide each Funding Agent, the Trustee and the Liquidation Servicer with a Daily Report in accordance with **Section 4.01** of the Servicing Agreement and substantially in the form of **Exhibit D** to this Supplement, together with a copy of the Purchase Documents relating to each transfer occurring pursuant to the Receivables Purchase Agreements on such Business Day. Each Funding Agent shall make copies of the Daily Report available to its related Series 2000-1 Purchasers, upon reasonable request, at such Funding Agent's office at its address as specified from time to time in accordance with **Section 11.09**.

#### SECTION 4A.03            **Reports and Notices.**

- (a) **Monthly Settlement Reports.** On each Settlement Report Date, the Master Servicer shall deliver to the Trustee, each Funding Agent and the Liquidation Servicer a Monthly Settlement Report in the Form of **Exhibit E** to this Supplement setting forth, among other things, the Series 2000-1 Loss Reserve Ratio, the Series 2000-1 Dilution Reserve Ratio, the Series 2000-1 Minimum Ratio, the Series 2000-1 Ratio, the Series 2000-1 U.S. Dollar Monthly Interest, the Series 2000-1 Euro Monthly Interest, the Series 2000-1 Sterling Monthly Interest, the Series 2000-1 U.S. Dollar Additional Interest, the Series 2000-1 Euro Additional Interest, the Series 2000-1 Sterling Additional Interest, the Series 2000-1 Carrying Cost Reserve Ratio, the Servicing Reserve Ratio, the Series 2000-1 Monthly Servicing Fee, the Series 2000-1 U.S. Dollar Monthly Principal Payment, the Series 2000-1 Euro Monthly Principal Payment, the Series 2000-1 Sterling Monthly Principal Payment, the Servicer Advances made by the Master Servicer during the related Settlement Period, and Outstanding Amount Advanced as of the end of the related Settlement Period, each as recalculated taking into account the immediately preceding Settlement Period and to be applied for the period commencing on (and including) such Settlement Report Date and ending on (and not including) the next succeeding Settlement Report Date. Each Funding Agent shall forward a copy of each Monthly Settlement Report to any of its related Series 2000-1 Purchasers upon request by any such Series 2000-1 Purchaser.

- (b) **Annual Certificateholders' Tax Statement.** On or before January 31 of each calendar year (or such earlier date as required by applicable law), the Master Servicer on behalf of the Trustee shall furnish, or cause to be furnished, to each Person who at any time during the preceding calendar year was a Series 2000-1 Purchaser, a statement prepared by the Master Servicer containing the aggregate amount distributed to such Person for such preceding calendar year or the applicable portion thereof during which such Person was a Series 2000-1 Purchaser, together with such other information as is required to be provided by an issuer of indebtedness under the Code and such other customary information as the Master Servicer deems necessary to enable the Series 2000-1 Purchasers to prepare their tax returns. Such obligation of the Master Servicer shall be deemed to have been satisfied to the extent that substantially comparable information shall have been provided by the Trustee, the related Funding Agent or the Master Servicer pursuant to any requirements of the Code as from time to time in effect. Tax returns for the Trust shall be prepared by the Company (or the Master Servicer on its behalf) in accordance

with **Section 8.11** of the Pooling Agreement and the Trustee shall be under no obligation to prepare tax returns for the Trust.

- (c) **Series 2000-1 Early Amortization Event/Distribution of Principal Notices.** Upon the Company or the Master Servicer obtaining actual knowledge of the occurrence of a Series 2000-1 Early Amortization Event or Potential Series 2000-1 Early Amortization Event, the Master Servicer shall give prompt written notice thereof to the Trustee, the Liquidation Servicer, the Administrative Agent and to each Funding Agent. As promptly as reasonably practicable after its receipt of notice of the occurrence of a Series 2000-1 Early Amortization Event, each Funding Agent shall give notice to each related Series 2000-1 Purchaser. In addition, on the Business Day preceding each day on which a distribution of principal is to be made during the Series 2000-1 Amortization Period, the Master Servicer shall direct each Funding Agent (with a copy to the Administrative Agent) to send notice to each related Series 2000-1 Purchaser, which notice shall set forth the amount of principal to be distributed on the related date to each Series 2000-1 Purchaser with respect to the outstanding Series 2000-1 VFC Certificates.

## ARTICLE V

### ADDITIONAL SERIES 2000-1 EARLY AMORTIZATION EVENTS

#### SECTION 5.01 Additional Series 2000-1 Early Amortization Events.

If any one of: (I) the events specified in **Section 7.01** of the Pooling Agreement or (II) the following events (each, a “**Series 2000-1 Early Amortization Event**”), shall occur, in each case after giving effect to the lapse of any grace period, the giving of any notice or making of any determination applicable thereto:

- (a) (i) failure on the part of the Master Servicer to direct any payment or deposit to be made, or failure of any payment or deposit to be made, in respect of amounts owing on (A) any Series 2000-1 U.S. Dollar VFC Certificate in respect of Series 2000-1 Daily U.S. Dollar Interest Expense or Series 2000-1 Daily U.S. Dollar Interest Deposit (or amounts derived from either of them), (B) any Series 2000-1 Euro VFC Certificate in respect of Series 2000-1 Daily Euro Interest Expense or Series 2000-1 Daily Euro Interest Deposit (or amounts derived from either of them), (C) any Series 2000-1 Sterling VFC Certificate in respect of Series 2000-1 Daily Sterling Interest Expense or Series 2000-1 Daily Sterling Interest Deposit (or amounts derived from either of them) or (D) the Series 2000-1 Unused Fee or Series 2000-1 Utilization Fee, in each case within one (1) Business Day of the date such interest or Series 2000-1 Unused Fee or Series 2000-1 Utilization Fee is due;
- (ii) failure on the part of the Master Servicer to direct any payment or deposit to be made in respect of any other amount owing on the Series 2000-1 VFC Certificates within one (1) Business Day of the date such amount is due or such deposit is required to be made; or

- (iii) failure on the part of the Master Servicer to direct any payment or deposit to be made, or of the Company to make any payment or deposit in respect of any other amounts owing by the Company, under any Pooling and Servicing Agreement to or for the benefit of any of the Series 2000-1 Purchasers within two (2) Business Days of the date such amount is due or such deposit is required to be made;

**provided, however,** that no Series 2000-1 Early Amortization shall exist if such failure is directly attributable to a Trustee Force Majeure Delay;

- (b) failure on the part of the Company duly to observe or perform in any material respect any covenant or agreement of the Company set forth in any Pooling and Servicing Agreement (including each covenant contained in **Sections 2.07 and 2.08** of the Pooling Agreement) that continues unremedied fifteen (15) Business Days after the earlier of (i) the date on which a Responsible Officer of the Company or a Responsible Officer of the Master Servicer has knowledge of such failure and (ii) the date on which written notice of such failure, requiring the same to be remedied, shall have been given to the Company by the Trustee, or to the Company and the Trustee by the Administrative Agent at the direction of the

Series 2000-1 Majority Purchasers;

- (c) any representation or warranty made or deemed made by the Company in any Pooling and Servicing Agreement to or for the benefit of the Series 2000-1 Purchasers shall prove to have been incorrect in any material respect when made or when deemed made that continues to be incorrect fifteen (15) Business Days after the earlier of (i) the date on which a Responsible Officer of the Company or a Responsible Officer of the Master Servicer has knowledge of such failure and (ii) the date on which notice of such failure, requiring the same to be remedied, shall have been given to the Company by the Trustee or to the Company and the Trustee by the Administrative Agent at the direction of the Series 2000-1 Majority Purchasers and as a result of such incorrectness, the interests, rights or remedies of the Series 2000-1 Purchasers have been materially and adversely affected;
- (d) a Master Servicer Default shall have occurred and be continuing;
- (e) a Program Termination Event shall have occurred and be continuing with respect to any Originator; **provided, however,** that the Administrative Agent acting at the direction of all Series 2000-1 Purchasers may waive any such event, as determined in the sole discretion of the Series 2000-1 Purchasers;
- (f) any of the Pooling Agreement, the Servicing Agreement, this Supplement or the Origination Agreements shall cease, for any reason, to be in full force and effect, or the Company, the Master Servicer, an Originator or any Affiliate of any of the foregoing, shall so assert in writing;
- (g) the Trust shall for any reason cease to have a continuing first priority perfected security interest in any or all of the Participation Amounts and the Participation Assets related thereto (subject to no other Liens other than any

Permitted Liens) or any of the Master Servicer, the Company, an Originator or any Affiliate of any of the foregoing, shall so assert;

- (h) a Federal tax notice of a Lien shall have been filed against the Company or the Trust unless there shall have been delivered to the Trustee and each Funding Agent proof of release of such Lien;
- (i) a notice of a Lien shall have been filed by the PBGC against the Company or the Trust under Section 412(n) of the Code or Section 302(f) of ERISA for a failure to make a required installment or other payment to a plan to which Section 412(n) of the Code or Section 302(f) of ERISA applies unless there shall have been delivered to the Trustee and each Funding Agent proof of the release of such Lien;
- (j) the Series 2000-1 Percentage Factor exceeds 100% unless the Company reduces the Series 2000-1 Invested Amount or increases the balance of the Eligible Receivables within five (5) Business Days so as to reduce the Series 2000-1 Percentage Factor to less than or equal to 100%;
- (k) the average Dilution Ratio for the three (3) preceding Settlement Periods exceeds 4.00%;
- (l) the average Aged Receivables Ratio for the three (3) preceding Settlement Periods exceeds 2.5%;
- (m) the average Delinquency Ratio for the three (3) preceding Settlement Periods exceeds 5.0%;
- (n) the Servicer Guarantor or any of its Subsidiaries shall default in the observance or performance of any agreement or condition relating to any of its outstanding Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause such Indebtedness to become due prior to its stated maturity; **provided, however,** that no Series 2000-1 Early Amortization Event shall be deemed to occur under this paragraph unless the aggregate amount of Indebtedness in respect of which any default or other event or condition referred to in this paragraph shall have occurred shall be equal to at least \$50,000,000;
- (o) any action, suit, investigation or proceeding at law or in equity (including injunctions, writs or restraining orders) shall be brought or commenced or filed by or before any arbitrator, court or Governmental Authority against the Company or the Master Servicer or any properties, revenues or rights of any thereof which could reasonably be expected to have a Material Adverse Effect;
- (p) one or more judgments or decrees shall be entered against the Servicer Guarantor or the Company involving in the aggregate a liability (not paid or fully covered by insurance) of (i) with respect to the Servicer Guarantor, \$50,000,000 or (ii) with respect to the Company, \$25,000 or more and such

judgments or decrees shall not have been vacated, discharged, stayed or bonded pending appeal within thirty (30) days from the entry thereof;

- (q) a Change of Control shall occur;
- (r) notwithstanding **Sections 2.08(s)** and **6.03** of the Pooling Agreement, a merger or transaction involving Huntsman International, the Company or an Originator (the “**relevant entity**”), whereby it is not the surviving entity; **provided, however,** that no Series 2000-1 Early Amortization Event shall be deemed to occur under this paragraph if (A) such merger or transaction does not, in the reasonable opinion of the Administrative Agent or any Funding Agent, have a Material Adverse Effect with respect to the relevant entity and (B) legal opinions in form and substance satisfactory to each Funding Agent and satisfying with respect to all Series are delivered to the Trustee, the Administrative Agent and each Funding Agent; and
- (s) failure to comply with the FX Hedging Policy if such failure is not remedied within three (3) Business Days of the date such failure occurs,

then, in the case of (x) any event described in **Section 7.01(a)** of the Pooling Agreement, automatically without any notice or action on the part of the Trustee or Series 2000-1 Purchasers, an Early Amortization Period shall immediately commence or (y) any other event described above, after the applicable grace period (if any) set forth in the applicable Section, the Trustee may, and at the written direction of any Funding Agent, shall, by written notice then given to the Company and the Master Servicer, declare that an Early Amortization Period has commenced as of the date of such notice with respect to Series 2000-1 (any such period under **clause (x)** or **(y)** above, a “**Series 2000-1 Early Amortization Period**”); **provided** that a default by the Company in the payment of a Subordinated Loan shall not constitute a Series 2000-1 Early Amortization Event hereunder. Upon the occurrence of a Series 2000-1 Early Amortization Event or a Potential Series 2000-1 Early Amortization Event, the Administrative Agent may, or shall at the written direction of any Funding Agent, direct each Obligor to make all payments with respect to Receivables directly to the relevant currency account established by the Trustee pursuant to **Section 3.01(a)** of the Pooling Agreement. Notwithstanding the foregoing, the Company, at its option, may deliver U.S. Dollars, Euro and/or Pounds Sterling (as applicable) to the Trustee in an amount sufficient to cure any Early Amortization Event that is capable of being cured by such delivery of U.S. Dollars, Euro and/or Pounds Sterling (as applicable) only out of Collections from the Series 2000-1 Concentration Accounts which are otherwise allocable under **Section 3A.03** to be paid to the Company Receipts Account. Any cash so delivered to the Trustee shall be in the form of a Subordinated Loan made by the Company to the Trust and shall be subject to the provisions of **Section 11.16**.

## ARTICLE VI

### SERVICING FEE

#### **SECTION 6.01            Servicing Compensation.**

A monthly servicing fee (the “**Series 2000-1 Monthly Servicing Fee**”) shall be payable to the Master Servicer on each Distribution Date for the preceding Settlement Period, in an amount equal to the product of (a) the Servicing Fee and (b) a fraction, the numerator of

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which shall be equal to the Series 2000-1 Invested Amount as of the end of the preceding Settlement Period and the denominator of which shall be equal to the sum of (1) the Series 2000-1 Aggregate Commitment Amount and (2) the sum of the Invested Amounts for all other Outstanding Series, each calculated as of the end of such preceding Settlement Period. To the extent that funds on deposit in the Series 2000-1 Non-Principal Concentration Subaccounts at any such date are insufficient to pay the Series 2000-1 Monthly Servicing Fee due on such date as set forth in the Monthly Settlement Report delivered by the Master Servicer to the Trustee, the Trustee shall so notify the Master Servicer and the Company, and the Company will be obligated to immediately pay the Master Servicer the amount of any such deficiency; **provided** that any payments to be made by the Company pursuant to this Section shall (i) be Company Subordinated Obligations, (ii) be made solely from funds available to the Company that are not required to be applied to Company Unsubordinated Obligations then due and (iii) not constitute a general recourse claim against the Company but only a claim against the Company, to the extent of funds available after the satisfaction of all Company Unsubordinated Obligations then due; **provided, further,** that the Series 2000-1 Monthly Servicing Fee payable to a Successor Master Servicer (which will be payable to the Liquidation Servicer in accordance with the preceding sentence) will not be a Company Subordinated Obligation and shall also be payable from the application of funds from the Series 2000-1 Non-Principal Concentration Subaccounts in accordance with **Section 3A.06(b)**. Notwithstanding any other provision of this Supplement or any other Transaction Document, the Monthly Servicing Fee, including the Series 2000-1 Monthly Servicing Fee, payable to a Successor Master Servicer shall be paid to the Liquidation Servicer so long as the Liquidation Servicer has not resigned or been terminated.

## ARTICLE VII

### CHANGE IN CIRCUMSTANCES

#### **SECTION 7.01            Illegality.**

Notwithstanding any other provision herein, if, after the Series 2000-1 Issuance Date, or with respect to any Person becoming a Series 2000-1 Purchaser or a Series 2000-1 APA Bank subsequent to the Series 2000-1 Issuance Date, after the new date such Person became a Series 2000-1 Purchaser or a Series 2000-1 APA Bank, as applicable (the “**Series 2000-1 Acquisition Date**”), the adoption of or any change in any Requirement of Law or in the interpretation or administration thereof by any Governmental Authority charged with the administration or interpretation thereof shall make it unlawful for any Series 2000-1 Purchaser or Series 2000-1 APA Bank to make or maintain its portion of the Series 2000-1 VFC Certificateholder’s Interest in any Series 2000-1 Eurocurrency Tranche and such



Series 2000-1 Purchaser or Series 2000-1 APA Bank, as applicable, shall provide written notice to its Funding Agent, the Administrative Agent, the Trustee, the Master Servicer and the Company, then effective upon the commencement of the next Series 2000-1 Eurocurrency Period, or immediately if it shall be unlawful for such Series 2000-1 Purchaser or Series 2000-1 APA Bank to make or maintain its portion of the Series 2000-1 VFC Certificateholder's Interest in any Series 2000-1 Eurocurrency Tranche to the end of the applicable Series 2000-1 Eurocurrency Period, Series 2000-1 Daily U.S. Dollar Interest Expense, Series 2000-1 Daily Euro Interest Expense and Series 2000-1 Daily Sterling Interest Expense in respect of the portion of each Series 2000-1 Eurocurrency Tranche applicable to such Series 2000-1 Purchaser or Series 2000-1 APA Bank shall until the foregoing notice is withdrawn by such Series 2000-1 Purchaser or Series 2000-1 APA Bank be calculated by

reference to the ABR (such calculation shall be performed by the Administrative Agent and in the absence of manifest error shall be binding and conclusive). If any such change in the method of calculating the Series 2000-1 Daily U.S. Dollar Interest Expense, Series 2000-1 Daily Euro Interest Expense or Series 2000-1 Daily Sterling Interest Expense occurs on a day which is not the last day of the Series 2000-1 Eurocurrency Period with respect to any Series 2000-1 Eurocurrency Tranche, the Company shall pay to the applicable Funding Agent for the account of such Series 2000-1 Purchaser or Series 2000-1 APA Bank the amounts (if any) as may be required pursuant to **Section 7.04**.

## **SECTION 7.02 Requirements of Law.**

- (a) Notwithstanding any other provision herein, if after the Series 2000-1 Issuance Date the adoption of or any change in any Requirement of Law or in the interpretation or application thereof by any Governmental Authority charged with the interpretation or administration thereof, or compliance by any Series 2000-1 Purchaser or Series 2000-1 APA Bank with any request or directive (whether or not having the force of law) from any central bank or other Governmental Authority made (i) as to any Series 2000-1 Purchaser or Series 2000-1 APA Bank that is a Series 2000-1 Purchaser or Series 2000-1 APA Bank on the date hereof, subsequent to the date hereof or (ii) as to any Series 2000-1 Purchaser or Series 2000-1 APA Bank that becomes a Series 2000-1 Purchaser or Series 2000-1 APA Bank after the date hereof, subsequent to the Series 2000-1 Acquisition Date:
- (i) shall change the basis of taxation of payments to any such Series 2000-1 Purchaser or Series 2000-1 APA Bank in respect of the Transaction Documents; and
- (ii) shall impose, modify or deem applicable any reserve, special deposit, compulsory loan or similar requirement against assets held by, deposits or other liabilities in or for the account of, advances, loans or other extensions of credit by, or any other acquisition of funds by, any office of such Series 2000-1 Purchaser or Series 2000-1 APA Bank which is not otherwise included in the determination of the Eurocurrency Rate;

and the result of any of the foregoing is to increase the cost to such Series 2000-1 Purchaser or Series 2000-1 APA Bank by an amount which such Series 2000-1 Purchaser or Series 2000-1 APA Bank deems in its reasonable judgment to be material, of making, converting into, continuing or maintaining Series 2000-1 Eurocurrency Tranches or to reduce any amount receivable hereunder in respect thereof, then, in any such case, the Company will pay to such Series 2000-1 Purchaser or Series 2000-1 APA Bank upon demand such additional amount or amounts as will compensate such Series 2000-1 Purchaser or Series 2000-1 APA Bank for such additional costs incurred or reduced amount receivable other than amounts with respect to Taxes for which the Company is held harmless pursuant to **Section 7.03** and without duplication of any amounts for which the Company is obligated to make payment under **Section 7.03**.

- (b) If any Series 2000-1 Purchaser which is a depository institution or trust company subject to supervision and examination by federal, state or foreign

banking or depository institution authorities or Series 2000-1 APA Bank (i) that is a Series 2000-1 Purchaser or Series 2000-1 APA Bank, as the case may be, on the date hereof shall have determined that the adoption after the Series 2000-1 Issuance Date of or any change after the Series 2000-1 Issuance Date or (ii) that becomes a Series 2000-1 Purchaser or Series 2000-1 APA Bank, as the case may be, after the date hereof shall have determined that the adoption after the Series 2000-1 Acquisition Date of, or any change after the Series 2000-1 Acquisition Date, in any Requirement of Law regarding capital adequacy or in the interpretation or application thereof or compliance by such Series 2000-1 Purchaser or Series 2000-1 APA Bank or any corporation controlling such Series 2000-1 Purchaser or Series 2000-1 APA Bank with any request or directive regarding capital adequacy (with respect to any Series 2000-1 Purchaser which is a banking institution) (whether or not having the force of law) from any Governmental Authority made subsequent to the date hereof shall have the effect of reducing the rate of return on such Series 2000-1 Purchaser's, such Series 2000-1 APA Bank's or such corporation's capital (with respect to any Series 2000-1 Purchaser which is a banking institution) as a consequence of its obligations hereunder or under the Transaction Documents to a level below that which such Series 2000-1 Purchaser, such Series 2000-1 APA Bank or such corporation could have achieved but for such adoption, change or compliance (taking into consideration such Series 2000-1 Purchaser's, such Series 2000-1 APA Bank's or such corporation's policies with respect to capital adequacy) by an amount deemed by such Series 2000-1 Purchaser or Series 2000-1 APA Bank in its reasonable judgment to be material, then from time to time, the Company will promptly pay to such Series 2000-1 Purchaser or Series 2000-1 APA Bank such additional amount or amounts as will compensate

such Series 2000-1 Purchaser or Series 2000-1 APA Bank for such reduction suffered.

- (c) Any payments to be made by the Company pursuant to this Section shall (i) be Company Subordinated Obligations, (ii) be made solely from funds available to the Company that are not required to be applied to Company Unsubordinated Obligations then due and (iii) until the date that is one year and one day after payment in full of the Company Unsubordinated Obligations, not constitute a general recourse claim against the Company after satisfying all Company Unsubordinated Obligations then due at any time during the period of one year and one day following the date on which all Company Unsubordinated Obligations have been paid in full, except to the extent that funds are available (including funds available to the Company pursuant to the exercise of its right to indemnity and other payments pursuant to **Sections 2.06 and 8.02** of the Origination Agreements) to the Company to make such payments.
- (d) If any Series 2000-1 Purchaser or Series 2000-1 APA Bank becomes entitled to claim any additional amounts pursuant to **Section (a) or (b)** above, it shall promptly notify the Master Servicer and the Company (with a copy to the Administrative Agent and each Funding Agent) of the event by reason of which it has become so entitled. A certificate setting forth (i) any additional amounts payable pursuant to this Section and (ii) a reasonably detailed explanation of the calculation of such amount or amounts submitted by such

Series 2000-1 Purchaser or Series 2000-1 APA Bank to the Company (with a copy to each Funding Agent) shall be conclusive in the absence of manifest error. The agreements in this Section shall survive the termination of this Supplement and the Pooling Agreement and the payment of all amounts payable hereunder.

- (e) Failure or delay on the part of any Series 2000-1 Purchaser or Series 2000-1 APA Bank to demand compensation pursuant to this **Section 7.02** shall not constitute a waiver of such Series 2000-1 Purchaser's or Series 2000-1 APA Bank's right to demand such compensation; **provided** that the Company will not be required to compensate a Series 2000-1 Purchaser or Series 2000-1 APA Bank pursuant to this **Section 7.02** for any increased costs or reductions incurred more than 270 days prior to the date that such Series 2000-1 Purchaser or Series 2000-1 APA Bank notifies the Company of the change in any Requirement of Law giving rise to such increase costs or reductions and of such Series 2000-1 Purchaser's or Series 2000-1 APA Bank's intention to claim compensation therefor; **provided, further**, that, if the change in any Requirement of Law giving rise to such increased costs or reductions is retroactive, then the 270 day period referred to above shall be extended to include the period of retroactive effect thereof.

#### **SECTION 7.03            Taxes.**

- (a) All payments made by the Company under this Supplement shall be made free and clear of, and without deduction or withholding for or on account of, any Taxes, excluding (i) any income, franchise, branch profits or similar taxes imposed on or measured by the net income (or in lieu of net income) of either Funding Agent, any Series 2000-1 Purchaser or any Series 2000-1 APA Bank by (A) the United States or any political subdivision or taxing authority thereof or therein, (B) any jurisdiction under the laws of which such Funding Agent, such Series 2000-1 Purchaser, such Series 2000-1 APA Bank or such lending office is organized, incorporated, resident or citizen, or in which its lending office is located, managed or controlled or in which its principal office is located or any political subdivision or taxing authority thereof or therein, (ii) for any Series 2000-1 Acquiring Purchaser or Series 2000-1 Participants, taxes to the extent that they were Series 2000-1 Excluded Taxes (as defined below) with respect to such person's predecessor or to the extent the taxes were Series 2000-1 Excluded Taxes as a result of the breach (including a breach of warranty), willful misconduct or gross negligence of such predecessor, (iii) taxes imposed as a result of any Funding Agent's, Series 2000-1 Purchaser's, Series 2000-1 APA Bank's, Series 2000-1 Acquiring Purchaser's or Series 2000-1 Participant's (and not its predecessor's) gross negligence or willful misconduct and (iv) for any Series 2000-1 Purchaser or Series 2000-1 APA Bank that is not organized under the laws of the United States of America or a State thereof, any United States withholding tax to the extent existing on the Series 2000-1 Issuance Date and not otherwise exempt after such Series 2000-1 Purchaser or Series 2000-1 APA Bank has complied with **Section 7.03(b)** (the Taxes referred to in the foregoing **clauses (i) – (iv)** individually or collectively being called "**Series 2000-1 Excluded Taxes**" and any and all other Taxes, collectively or individually, being called "**Series 2000-1 Non-Excluded**

**Taxes**"). Subject to **Section 7.03(b)**, if any such Series 2000-1 Non-Excluded Taxes are required to be withheld from any amounts payable to either Funding Agent or any Series 2000-1 Purchaser or any Series 2000-1 APA Bank hereunder, the amounts so payable to such Funding Agent or such Series 2000-1 Purchaser or such Series 2000-1 APA Bank shall be increased to the extent necessary so that after all required deductions have been made in respect of Series 2000-1 Non-Excluded Taxes (including deductions applicable to additional sums payable under this **Section 7.03(a)**) to such Funding Agent, such Series 2000-1 Purchaser or such Series 2000-1 APA Banks, as the case may be, receives an amount equal to the amount which would have been due had no such deductions been made. Whenever any Series 2000-1 Non-Excluded Taxes are payable by the Company, as promptly as possible thereafter, the Company shall send to the relevant Funding Agent for its own account or for the account of such Series 2000-1 Purchaser or Series 2000-1 APA Bank, as the case may be, a certified copy of any original official receipt received by the Company showing payment thereof or any other proof reasonably acceptable to such Funding Agent. In addition, the Company agrees to pay any and all present or future stamp or documentary taxes and any other excise or property taxes or similar charges or similar levies that arise from any

payment made under the Pooling Agreement, this Supplement or the Series 2000-1 VFC Certificates or from the execution or delivery of, or otherwise with respect to, the Pooling Agreement, this Supplement, or the Series 2000-1 VFC Certificates (collectively, “**Series 2000-1 Other Taxes**”). The Company agrees to indemnify each of the Funding Agents, the Series 2000-1 Purchasers and the Series 2000-1 APA Banks for the full amount of any Series 2000-1 Non-Excluded Taxes and Series 2000-1 Other Taxes paid by either Funding Agent or any Series 2000-1 Purchaser or any Series 2000-1 APA Bank (as the case may be) and any liability (including penalties, interest and expenses) arising therefrom or with respect thereto other than any penalties, interest or expense to the extent arising from the failure of such Funding Agent, such Series 2000-1 Purchaser or Series 2000-1 APA Bank to pay such Taxes or Series 2000-1 Other Taxes on a timely basis. The relevant Funding Agent shall provide immediate notice to the Company after receipt of a demand for payment of Series 2000-1 Non-Excluded Taxes and Series 2000-1 Other Taxes. If the Company fails to pay any Series 2000-1 Non-Excluded Taxes when due to the appropriate taxing authority or fails to remit to the applicable Funding Agent the required receipts or any other proof reasonably acceptable to such Funding Agent, the Company will indemnify such Funding Agent, the Series 2000-1 Purchasers and the Series 2000-1 APA Banks for any incremental taxes, interest or penalties that may become payable by such Funding Agent or any Series 2000-1 Purchaser or any Series 2000-1 APA Bank as a result of any such failure. The agreements in this Section shall survive the termination of this Supplement and the repayment of the Series 2000-1 Invested Amount and all other amounts payable hereunder.

- (b) Each Series 2000-1 Purchaser and each Series 2000-1 APA Bank that is not incorporated under the laws of the United States of America or a State thereof or the District of Columbia shall:

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- (i) deliver to the Master Servicer, the Company, the Trustee and the related Funding Agent two duly completed copies of United States Internal Revenue Service Form W-8ECI, W-8BEN or W-8IMY, or successor applicable form and such other forms, certificates and documentation as may be necessary or appropriate to establish, in each case, that it is entitled to receive payments from the Company without a deduction for U.S. federal withholding tax or with a deduction at a reduced rate. In the case of a Series 2000-1 Purchaser or Series 2000-1 APA Bank that provides an Internal Revenue Service Form W-8BEN, such Series 2000-1 Purchaser or Series 2000-1 APA Bank shall either (i) claim the benefit of a treaty that provides for a complete exemption from United States withholding tax for payments of interest or (ii) claim the benefit of the U.S. “portfolio interest exemption” by also providing a certification that is not a “bank” making a loan under this Supplement in the ordinary course of its business within the meaning of Section 881(c)(3)(A) of the Code or a person related to the Company in a manner described in Sections 871(h)(3)(B), 881(c)(3)(B) or 881(c)(3)(C) of the Code. If a Series 2000-1 Purchaser or Series 2000-1 APA Bank that provides an Internal Revenue Service Form W-8BEN is unable to claim a complete exemption from the United States withholding tax because of a change in law after the date such Series 2000-1 Purchaser or Series 2000-1 APA Bank became a party to this Supplement, the Series 2000-1 Purchaser or Series 2000-1 APA Bank will be treated as satisfying the requirements of this **Section 7.03(b)(i)**, as the case may be;
- (ii) deliver to the Master Servicer, the Company, the Trustee, the Administrative Agent and the related Funding Agent two further copies of any such form or certification (a) on or before the date that any such form or certification expires or becomes obsolete, (b) after the occurrence of any event requiring a change in the most recent form previously delivered by it to the Company, the Trustee, the Administrative Agent or the related Funding Agent and (c) at the request of the Master Servicer, the Company, the Trustee or the related Funding Agent; and
- (iii) obtain such extensions of time for filing and complete such forms or certifications as may reasonably be requested by the Company, the Trustee, the Administrative Agent or the related Funding Agent;

unless any change in treaty, law or regulation has occurred prior to, and is in effect on, the date on which any such delivery would otherwise be required which would prevent such Series 2000-1 Purchaser or Series 2000-1 APA Bank from duly completing and delivering any such form with respect to it and such Series 2000-1 Purchaser or Series 2000-1 APA Bank so advises the Company and the related Funding Agent. Each Series 2000-1 Purchaser or Series 2000-1 APA Bank shall certify to the Company, the Trustee, the Administrative Agent and the related Funding Agent at the time it first becomes a Series 2000-1 Purchaser or Series 2000-1 APA Bank, and thereafter to the extent provided by law, (i) all such forms are true and complete, (ii) that it is entitled to receive payments under this Supplement without, or

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at a reduced rate of, withholding of any United States federal income taxes and (iii) that it is entitled to an exemption from United States backup withholding tax. Each Person that shall become a Series 2000-1 Purchaser, a Series 2000-1 APA Bank or a Series 2000-1 Participant pursuant to **Section 11.10** shall, upon the effectiveness of the related transfer, be required to provide to the Company, the Trustee, the Administrative Agent, the Master Servicer and the related Funding Agent all of the forms and statements required pursuant to this Section, provided that in the case of a Series 2000-1 Participant such Series 2000-1 Participant shall furnish all such required forms and statements to the Series 2000-1 Purchaser or Series 2000-1 APA Bank from which the related participation shall have been purchased and such Series 2000-1 Purchaser or Series 2000-1 APA Bank shall provide such forms to the Company with a duly executed Form W-8IMY and withholding statement. If the Company or the Trustee has not received the forms set forth in **Section 7.03(b)(i)** hereof, the Company or the Trustee shall withhold taxes from such payment at

the applicable statutory rate and shall not be obliged to make increased payments under **Section 7.03(a)** hereof until such forms or other documents are delivered.

- (c) Each Series 2000-1 Purchaser and each Series 2000-1 APA Bank that is a United States Person within the meaning of Section 7701(a)(30) of the Code shall deliver to the Master Servicer, the Company, the Trustee and the related Funding Agent two duly completed copies of the United States Internal Revenue Service Form W-9 or any successor applicable form.
- (d) The Company is not required to make any payment under **Section 7.03(a)** to the extent such payment would be due as the result of the relevant Funding Agent, Series 2000-1 Purchaser, Series 2000-1 APA Bank, Series 2000-1 Acquiring Purchaser of Series 2000-1 Participant not providing the forms required by **Section 7.03(b)(i)**, or **7.03(b)(ii)**.
- (e) If the Company makes a payment under **Section 7.03(a)** (a “**Tax Payment**”) in respect of a payment to any Funding Agent, Series 2000-1 Purchaser, Series 2000-1 APA Bank, Series 2000-1 Acquiring Purchaser or Series 2000-1 Participant under this Supplement and such person determines in good faith that it has obtained a refund of tax or obtained and used a credit against tax on its overall net income (a “**Tax Credit**”) which such person acting reasonably is able to identify as attributable to that Tax Payment, then provided such person has received all amounts which are then due and payable by the Company, such person shall reimburse the Company such amount as such person determines acting reasonably to be such proportion of that Tax Credit as will leave such person (after that reimbursement) in no better or worse position than it would have been in if no Tax Payment had been required.

#### **SECTION 7.04 Indemnity.**

Huntsman International and the Company jointly and severally agree to indemnify each Series 2000-1 Purchaser and each Series 2000-1 APA Bank and to hold each Series 2000-1 Purchaser and each Series 2000-1 APA Bank harmless from any loss or expense which such Series 2000-1 Purchaser or Series 2000-1 APA Bank may sustain or incur as a consequence of:

- (a) default by the Company in making a borrowing of, conversion into or continuation of a Series 2000-1 Eurocurrency Tranche after irrevocable notice requesting the same has been given in accordance with the **Section 2.05(a)**;
- (b) default by the Company in making a decrease in the Series 2000-1 Eurocurrency Tranche in connection with a Series 2000-1 Decrease after irrevocable notice thereof has been given in accordance with the provisions of **Section 2.07(a)(i)**; or
- (c) the making of a decrease of a Series 2000-1 Eurocurrency Tranche prior to the termination of the Series 2000-1 Eurocurrency Period for such Series 2000-1 Eurocurrency Tranche.

Such indemnification may include an amount equal to the excess (if any) of (i) the amount of interest which would have accrued on the amount so prepaid or not so borrowed, converted or continued, for the period from the date of such prepayment or of such failure to borrow, convert or continue to the last day of the Series 2000-1 Eurocurrency Period (or in the case of a failure to borrow, convert or continue, the Series 2000-1 Eurocurrency Period that would have commenced on the date of such prepayment or of such failure) in each case at the applicable rate of interest for such Series 2000-1 Eurocurrency Tranche provided for herein (excluding, however, the Series 2000-1 Applicable Margin included therein, if any) **over** (ii) the amount of interest (as reasonably determined by such Series 2000-1 Purchaser or Series 2000-1 APA Bank) which would have accrued to such Series 2000-1 Purchaser or Series 2000-1 APA Bank on such amount by placing such amount on deposit for a comparable period with leading banks in the interbank eurocurrency market; **provided** that any payments made by Huntsman International or the Company pursuant to this **Section 7.04** shall be, without exception, due and payable from the Company and with respect to amounts owing from the Company any amounts paid pursuant hereto shall be Company Subordinated Obligations. This covenant shall survive the termination of this Supplement and the payment of all amounts payable hereunder. A certificate of a Series 2000-1 Purchaser or Series 2000-1 APA Bank setting forth (x) any amount that such Series 2000-1 Purchaser or Series 2000-1 APA Bank is entitled to receive pursuant to this **Section 7.04** and (y) a reasonably detailed explanation of the calculation of such amount by the affected Series 2000-1 Purchaser or Series 2000-1 APA Bank, as the case may be, shall be delivered to the Company and the Master Servicer and shall be conclusive absent manifest error.

#### **SECTION 7.05 Assignment of Series 2000-1 Commitments Under Certain Circumstances; Duty to Mitigate.**

- (a) If (i) any Series 2000-1 Purchaser or Series 2000-1 APA Bank delivers a notice described in **Section 7.02** or (ii) the Company is required to pay any

additional amount or indemnification payment to any Series 2000-1 Purchaser or Series 2000-1 APA Bank pursuant to **Section 7.03**, the Company may, at its sole expense and effort (including with respect to the processing and recordation fee referred to in **Section 11.10(b)**), upon notice to such Series 2000-1 Purchaser or Series 2000-1 APA Bank and to the related Funding Agent and the Administrative Agent, require such Series 2000-1 Purchaser or Series 2000-1 APA Bank to transfer and assign, without recourse (in accordance with and subject to the restrictions contained in **Section 11.10**), all of

its interests, rights and obligations under this Supplement to an assignee that shall assume such assigned obligations pursuant to the execution and delivery, by such assignee, of a Series 2000-1 Commitment Transfer Supplement in the form attached hereto as **Exhibit B** (which assignee may be another Series 2000-1 Purchaser or Series 2000-1 APA Bank, as applicable, if another Series 2000-1 Purchaser or Series 2000-1 APA Bank accepts such assignment); **provided** that (A) such assignment shall not conflict with any law, rule or regulation or order of any court or other Governmental Authority having jurisdiction, (B) the Company will have received the prior written consent of the related Funding Agent, and (C) the Company or its assignee shall have paid to the affected Series 2000-1 Purchaser or Series 2000-1 APA Bank in immediately available funds an amount equal to the sum of the principal of, and interest accrued to the date of such payment on, the outstanding Series 2000-1 VFC Certificate Interests of such Series 2000-1 Purchaser or Series 2000-1 APA Bank **plus** all fees and other amounts accrued for the account of such Series 2000-1 Purchaser or Series 2000-1 APA Bank hereunder (including any amounts under **Sections 7.02, 7.03 and 7.04**); and **provided, further**, that, if prior to any such transfer and assignment the circumstances or event that resulted in such Series 2000-1 Purchaser's or Series 2000-1 APA Bank's notice under **Section 7.02** or the amounts paid pursuant to **Section 7.03**, as the case may be, cease to cause such Series 2000-1 Purchaser or Series 2000-1 APA Bank to suffer increased costs or reductions in amounts received or receivable or reduction in return on capital, or cease to have the consequences specified in **Section 7.02**, or cease to result in amounts being payable under **Section 7.03**, as the case may be (including as a result of any action taken by such Series 2000-1 Purchaser or Series 2000-1 APA Bank pursuant to **Section 7.05(b)**), or if such Series 2000-1 Purchaser or Series 2000-1 APA Bank shall withdraw its notice under **Section 7.02** or shall waive its right to further payments under **Section 7.03** in respect of such circumstances or event, as the case may be, then such Series 2000-1 Purchaser or Series 2000-1 APA Bank shall not thereafter be required to make any such transfer and assignment hereunder.

- (b) If (i) any Series 2000-1 Purchaser or Series 2000-1 APA Bank delivers a notice described in **Section 7.02** or (ii) the Company is required to pay any additional amount to any Series 2000-1 Purchaser or Series 2000-1 APA Bank pursuant to **Section 7.03**, then such Series 2000-1 Purchaser or Series 2000-1 APA Bank shall use reasonable efforts (which shall not require such Series 2000-1 Purchaser or Series 2000-1 APA Bank to incur an unreimbursed loss or unreimbursed cost or expense or otherwise take any action inconsistent with its internal policies or legal or regulatory restrictions or suffer any disadvantage or burden reasonably deemed by it to be significant) (A) to file

any certificate or document reasonably requested in writing by the Company (or the Master Servicer, on behalf of the Company) or (B) to assign its rights and delegate and transfer its obligations hereunder to another of its offices, branches or affiliates, if such filing or assignment would enable it to withdraw its notice pursuant to **Section 7.02** or would reduce amounts payable pursuant to **Section 7.03**, as the case may be, in the future. The Company hereby agrees to pay all reasonable costs and expenses incurred by any Series 2000-1 Purchaser or Series 2000-1 APA Bank in connection with any such filing or assignment, delegation and transfer.

## **SECTION 7.06                      Accounting Based Consolidation Event.**

- (a) If an Accounting Based Consolidation Event shall at any time occur, then, upon demand by the relevant Funding Agent, the Company shall pay to the Administrative Agent, for the benefit of the relevant Affected Entity, such amounts as such Affected Entity reasonably determines will compensate or reimburse such Affected Entity for any resulting (i) fee, expense or increased cost charged to, incurred or otherwise suffered by such Affected Entity, (ii) reduction in the rate of return on such Affected Entity's capital or reduction in the amount of any sum received or receivable by such Affected Entity or (iii) internal capital charge or other imputed cost determined by such Affected Entity to be allocable to the Trust, the Company or the related Series 2000-1 Conduit Purchaser, or the transactions contemplated in this Supplement and the Transaction Documents in connection therewith. Amounts under this **Section 7.06** may be demanded at any time without regard to the timing of issuance of any financial statement by any Series 2000-1 Conduit Purchaser or by any Affected Entity.
- (b) For purposes of this **Section 7.06**, the following terms shall have the following meanings:
 

**"Accounting Based Consolidation Event"** means, with respect to any Affected Entity, the consolidation, for financial and/or regulatory accounting purposes, of all or any portion of the assets and liabilities of the related Series 2000-1 Conduit Purchaser that are subject to this Supplement or any other Transaction Document with all or any portion of the assets and liabilities of such Affected Entity. An Accounting Based Consolidation Event shall be deemed to occur on the date such Affected Entity shall acknowledge in writing that any such consolidation of the assets and liabilities of the related Series 2000-1 Conduit Purchaser shall occur.

**"Affected Entity"** means (i) any Series 2000-1 APA Bank, (ii) any insurance company, bank or other funding entity providing liquidity, credit enhancement or back-up purchase support or facilities to any Series 2000-1 Conduit Purchaser, (iii) any agent, administrator or manager of any Series 2000-1 Conduit Purchaser, or (iv) any bank holding company in respect of any of the foregoing.
- (c) Any Person making a demand upon the Company under this **Section 7.06** shall, promptly upon such Person becoming aware of the occurrence of the relevant Accounting Based Consolidation Event, give notice thereof to the

Company; **provided** that the failure to provide such notice promptly shall not affect the right to receive any payment under this **Section 7.06** except to the extent such notice is given more than 90 days after such Person becomes aware of the occurrence of the relevant Accounting Based Consolidation Event, in which event the amount payable by the Company under this **Section 7.06** shall be determined based on fees, expenses, increased costs or other amounts payable hereunder which have arisen or accrued on or after the date such notice was given.

**SECTION 7.07                    Limitation.**

The obligations of the Company under this **Article VII** shall be limited, *inter alia*, by **Section 11.13**.

**ARTICLE VIII**

**COVENANTS; REPRESENTATIONS AND WARRANTIES**

**SECTION 8.01                    Representations and Warranties of the Company and the Master Servicer.**

- (a) The Company and the Master Servicer each hereby represents and warrants to the Trustee, the Administrative Agent, each Funding Agent and each of the Series 2000-1 Purchasers and the Series 2000-1 APA Banks that each and every of their respective representations and warranties contained in **Section 8.01(b)**, the Pooling Agreement and the Servicing Agreement is true and correct as of the Series 2000-1 Issuance Date and as of the date hereof and as of the date of each Series 2000-1 Increase and, in the case of **Section 8.02(h)** below, on any date when any transaction is entered into pursuant to any Series 2000-1 FX Hedging Agreement.
- (b) The Company hereby represents and warrants to the Trustee and the Trust, for the benefit of the Series 2000-1 VFC Certificateholders, on each Receivables Contribution Date that since the Effective Date, no material adverse change has occurred in the overall rate of collection of the Receivables.
- (c) The Master Servicer and Contributor hereby represent and warrant to the Trustee, the Administrative Agent, each Funding Agent and each of the Series 2000-1 Purchasers and the Series 2000-1 APA Banks that: (i) Schedule 2 to the legal opinions of New York counsel to the Contributor and the U.S. Originators delivered as a condition precedent to the effectiveness of this Supplement sets forth all documents material to the business of the Contributor and its subsidiaries on a consolidated basis and included in the public filings of the Contributor relating to Indebtedness or Liens of the U.S. Originators, the Contributor or the Company; and (ii) with respect to the UCC-1 Financing Statements on record with the Secretary of State of Delaware identified on the UCC search reports naming Deutsche Bank AG as a secured party, there is no secured Indebtedness of the U.S. Originators, the Contributor or the Company with Deutsche Bank AG other than under the documents described on such Schedule 2.

**SECTION 8.02                    Covenants of the Company, the Master Servicer and Huntsman International.**

Each of the Company (solely with respect to **clauses (a), (c), (d), (e), (f), (g) and (j)** below), and the Master Servicer hereby agrees, in addition to its obligations under the Pooling Agreement and the Servicing Agreement, that:

- (a) it shall not terminate the Pooling Agreement unless in compliance with the terms of the Pooling Agreement and the Supplements relating to each Outstanding Series;
- (b) for any New 2008 Originator, within sixty (60) days after the date hereof, the Master Servicer has taken and will take all actions reasonably requested by the Liquidation Servicer in connection with, and to ensure completion of, each of the Master Servicer Site Review and the review of the Master Servicer's Standby Liquidation System, in each case in accordance with the Liquidation Servicer Agreement;
- (c) it shall observe in all material respects each and every of its respective covenants (both affirmative and negative) contained in the Pooling Agreement, the Servicing Agreement, this Supplement and all other Transaction Documents to which it is a party;
- (d) it shall afford the Administrative Agent, each Funding Agent or any of their respective representatives access to all records relating to the Receivables at any reasonable time during regular business hours, upon reasonable prior notice (and without prior notice if a Series 2000-1 Early Amortization Event has occurred), for purposes of inspection and to make copies of and abstracts from its records, books of account and documents (including computer tapes and disks) relating to the Receivables, and shall permit the Administrative Agent, each Funding Agent or the Trustee or any of their respective representatives to visit any of its offices or properties during regular business hours and as often as may reasonably be requested, subject to its normal security and confidentiality requirements and to discuss its business, operations, properties, financial and other conditions with its officers and employees and with its Independent Public Accountants;
- (e) neither it nor the Contributor shall waive the provisions of **Section 2.06** or **Section 8.02** of any Origination Agreement or take any action, nor shall it permit any Originator to take any action, requiring the consent of the Funding Agents

pursuant to any Transaction Documents, without the prior written consent of the Series 2000-1 Majority Purchasers;

- (f) neither it nor the Contributor shall permit any Originator to amend or make any change or modification to its constitutive documents if such amendment, change or modification is reasonably expected to have a Material Adverse Effect without the consent of each Funding Agent; **provided** that such Originator may make amendments, changes or modifications pursuant to changes in law of the jurisdiction of its organization or amendments to such

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Originator's name (subject to compliance with **Section 6.04** (or corresponding section) of the applicable Origination Agreement)), registered agent or address of registered office;

- (g) it shall cooperate in good faith to allow the Trustee and the Liquidation Servicer to use its available facilities and expertise upon a Master Servicer termination or default;
- (h) it shall:
  - (i) determine the Series 2000-1 FX Forward Transactions (if any) that need to be in effect under the FX Hedging Policy;
  - (ii) direct the Trustee to enter into the Series 2000-1 FX Forward Transactions with the FX Counterparty in accordance with the FX Hedging Policy; **provided** that the FX Counterparty shall not have its main seat of business in the United Kingdom and shall not act through an office in the United Kingdom for any of the purposes of the Series 2000-1 FX Forward Transactions;
  - (iii) reasonably endeavor to match the Series 2000-1 Invested Amounts denominated in each currency to the amount of the Aggregate Receivables Amount denominated in such currency so that no Series 2000-1 FX Forward Transactions are required under the FX Hedging Policy; and
  - (iv) notify the Funding Agents each time a Series 2000-1 FX Forward Transaction will be required under the FX Hedging Policy, and if the maturity date the Master Servicer is proposing to apply to such Series 2000-1 FX Forward Transaction is different than would apply as determined in accordance with the definition of FX Forward Transaction, such proposed maturity date may be applied if not objected to within two (2) Business Days by any of the Funding Agents;
- (i) it shall furnish to the Trustee and each Funding Agent:
  - (i) within 150 days after the end of each fiscal year the balance sheet and related statements of income, stockholders' equity and cash flows showing the financial condition of the Company as of the close of such fiscal year and the results of its operations during such year, all audited by the Company's Independent Public Accountants and accompanied by an opinion of such accountants (which shall not be qualified in any material respect) to the effect that such financial statements fairly present in all material respects the financial condition and results of operations of the Company in accordance with GAAP consistently applied;
  - (ii) within sixty (60) days after the end of each of the first three fiscal quarters of each fiscal year the Company's unaudited balance sheet and related statements of income, stockholders' equity and cash flows for

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the period from the beginning of such fiscal year to the end of such quarter, all certified by a Responsible Officer of the Company;

- (iii) together with the financial statements required pursuant to **clauses (i) and (ii)** above, a compliance certificate signed by a Responsible Officer of the Company stating that (x) the attached financial statements have been prepared in accordance with GAAP and accurately reflect the financial condition of the Company and (y) to the best of such Person's knowledge, no Early Amortization Event or Potential Early Amortization Event exists, or if any Early Amortization Event or Potential Early Amortization Event exists, stating the nature and status thereof;
- (iv) promptly upon the furnishing thereof to the shareholders of the Company, copies of all financial statements, financial reports and proxy statements so furnished;
- (v) promptly all information, documents, records, reports, certificates, opinions and notices received by the Company from an Originator under any Origination Agreement, as the Trustee or any Funding Agent may reasonably request; and
- (vi) promptly, from time to time, such other information regarding the operations, business affairs and financial condition of the Company, or compliance with the terms of any Transaction Document, in each case as any

Funding Agent or the Trustee may reasonably request;

- (j) after the date hereof, neither it nor the Contributor shall, nor shall they permit any of the other Approved Originators to, grant, any Lien over their assets or properties, securing, or extend the benefit of existing security to beneficiaries of, a Threshold Amount of Indebtedness, in each case unless the holders and beneficiaries of such security have entered into, or within two weeks after such Lien is granted or extended will enter, into an intercreditor agreement on terms substantially equivalent to the Intercreditor Agreement with such appropriate modifications as are necessary to reflect the differences between the obligations secured and the collateral provided in relation thereto, as reasonably determined by the Administrative Agent acting at the request of all the Funding Agents or constitute modifications that are otherwise reasonably acceptable to the Administrative Agent acting at the request of all the Funding Agents (where “**Threshold Amount of Indebtedness**” means Indebtedness, excluding any insurance premium financings, capital leases, Indebtedness assumed or incurred in conjunction with any acquisition where the Liens are related to the assets acquired, or Indebtedness relating to purchase money security interests, which is incurred after the date hereof and which cumulatively exceeds (i) in the case of the Contributor, \$50,000,000 or the foreign currency equivalent thereof or (ii) in the case of each other Approved Originator or the Master Servicer, \$20,000,000 or the foreign currency equivalent thereof); and
- (k) none of the Company, the Master Servicer or the Contributor will permit the sale of “Unsold Receivables” under any of the Origination Agreements on or

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after any day upon which any of the “Bank and Note Agents” has taken any action to foreclose upon or otherwise enforce against any “Unsold Receivables” (as the terms in this clause set forth in quotation marks are defined in the Intercreditor Agreement).

#### **SECTION 8.03            Negative Covenants of the Company and the Master Servicer.**

- (a) The Company shall not make any Restricted Payments while Series 2000-1 is an Outstanding Series, except:
  - (i) from amounts distributed to it (x) in respect of the Exchangeable Company Interests; **provided** that on the date any such Restricted Payment is made, the Company shall be in compliance with its payment obligations under **Section 2.05** of the Pooling Agreement, (y) pursuant to **Section 3A.02(d)** or (z) in respect of payments received by the Company from the Trust in consideration for the Participation granted in the Receivables contributed from time to time to the Company by Huntsman International pursuant to the Contribution Agreement and **Section 2.08(m)** of the Pooling Agreement;
  - (ii) in compliance with all terms of the Transaction Documents; and
  - (iii) in accordance with all corporate and legal formalities applicable to the Company;

**provided** that no Restricted Payments shall be made if a Series 2000-1 Early Amortization Event has occurred and is continuing (or would occur as a result of making such Restricted Payment).
- (b) The Master Servicer hereby agrees that it shall observe each and all of its covenants (both affirmative and negative) contained in each Pooling and Servicing Agreement in all material respects and that it shall:
  - (i) provide to the Administrative Agent and each Funding Agent (A) no later than the Series 2000-1 Issuance Date (as provided by **Section 9.01(s)**) and (B) in the case of an addition of an Originator, prior to the date such Originator is added, evidence that each such Originator maintains disaster recovery systems and back up computer and other information management systems which shall be reasonably satisfactory to the Administrative Agent and each Funding Agent and the Liquidation Servicer;
  - (ii) provide to the Administrative Agent and each Funding Agent, simultaneously with delivery to the Trustee, all reports, notices, certificates, statements and other documents required to be delivered to the Trustee pursuant to the Pooling Agreement, the Servicing Agreement and the other Transaction Documents and furnish to the Administrative Agent and each Funding Agent promptly after receipt thereof a copy of each material notice, material demand or other material communication (excluding routine communications) received

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- by or on behalf of the Company or the Master Servicer with respect to the Transaction Documents; and
  - (iii) provide notice to the Administrative Agent and each Funding Agent of the appointment of a Successor Master Servicer pursuant to **Section 6.02** of the Servicing Agreement.
- (c) The Company shall not amend, change or modify any of the representations or covenants (as applicable) in **Sections 2.03(f), 2.03(j), Sections 2.07(i), 2.07(o), 2.08(a), 2.08(c) through (e) and 2.08(k)** of the Pooling Agreement without the



prior consent of each Funding Agent.

- (d) The Company shall not amend, change or modify any of the duties and services of the Liquidation Servicer as set forth in **Schedule 4** to the Servicing Agreement without the prior consent of each Funding Agent.
- (e) The Master Servicer shall not change or modify the Policies in any material respect, except as provided in **Section 4.05(b)** of the Servicing Agreement; **provided** that any material changes to the Policies must be approved in writing by the Administrative Agent acting at the direction of the Funding Agents.
- (f) The Company shall not pledge, grant a security interest in, assign or otherwise encumber the Exchangeable Company Interest or the Subordinated Company Interest; **provided** that the Contributor may at any time pledge the membership interest in the Company and the rights attendant thereto.

#### **SECTION 8.04 Obligations Unaffected.**

The obligations of the Company and the Master Servicer to the Administrative Agent, the Funding Agents, the Series 2000-1 Purchasers and the Series 2000-1 APA Banks under this Supplement shall not be affected by reason of any invalidity, illegality or irregularity of any of the Receivables or any sale of any of the Receivables.

#### **SECTION 8.05 Certain Provisions of the Servicing Agreement**

The parties hereto hereby agree that so long as any Company Obligations relating to this Supplement remain outstanding that:

- (a) the determination under each of **Section 6.01(c)** and **Section 6.01(d)** of the Servicing Agreement whether or not a particular covenant, agreement, representation, warranty or certification may be cured and, if so, whether or not the Master Servicer or the Servicer Guarantor is diligently pursuing such cure, shall be determined by the Administrative Agent acting at the direction of the Funding Agents;
- (b) the Administrative Agent shall exercise its option to require the delivery of an accountants letter under **Section 4.04** of the Servicing Agreement by acting at the direction of the Funding Agents;
- (c) the Master Servicer and its designees shall not make any material change in its administrative, servicing and collection systems that deviates from the

Policies, except as expressly permitted by the terms of the Pooling and Servicing Agreements and after giving written notice to the Trustee and each Funding Agent of any such change; and

- (d) for purposes of clarification, the proviso in **Section 6.01** of the Servicing Agreement which states that the Master Servicer is not required to convey to the Liquidation Servicer or Successor Master Servicer the Master Servicer's ownership interest in electronic records, computer software or licenses does not negate the obligations of the Master Servicer to otherwise make such records, software or licenses (or copies thereof) available to the Liquidation Servicer and/or Successor Master Servicer to the extent permitted by law or license (to the extent transferable).

### **ARTICLE IX**

#### **CONDITIONS PRECEDENT**

##### **SECTION 9.01 Conditions Precedent to Effectiveness of Supplement.**

This Supplement will become effective on the date on which the following conditions precedent have been satisfied or waived by the Funding Agents:

- (a) **Transaction Documents.** Each Funding Agent shall have received:
  - (i) an original copy for itself and photocopies (which may be provided in CD-ROM or other electronic image media or format) for each Series 2000-1 Purchaser and each Series 2000-1 APA Bank, each executed and delivered in form and substance satisfactory to the Funding Agents, of:
    - (A) this Supplement executed by a duly authorized officer or authorized representative of each of the Company, the Master Servicer, the Trustee, the Administrative Agent, each Funding Agent, the Series 2000-1 Conduit Purchasers and the Series 2000-1 APA Banks (as to which each party shall receive an original counterpart); and
    - (B) the other Transaction Documents to be executed and delivered in connection with the execution and delivery of this Supplement, including all documents and conditions precedent to the addition of the New 2008 Originators and the amendment to the Pooling Agreement to be executed concurrently with this Supplement;

- (ii) copies (which may be provided in CD-ROM or other electronic image media or format) for itself and for each Series 2000-1 Purchaser and each Series 2000-1 APA Bank of the Pooling Agreement and all other Transaction Documents (including each Supplement with respect to other Series but otherwise excluding any documents relating exclusively to such other Series), in each case duly executed by the parties thereto and certified by a Responsible Officer of Huntsman

International as true, correct and complete copies of each such document as amended through the date hereof.

- (b) **Corporate Documents; Corporate Proceedings of the Company, each Originator and the Master Servicer.** Each Funding Agent shall have received, with a copy for each Series 2000-1 Purchaser and each Series 2000-1 APA Bank, from the Company, Huntsman International, the Master Servicer and each Originator, complete copies of:
  - (i) a copy of the Certificate of Formation or incorporation, or its equivalent, including all amendments thereto, of such Person, certified as of a recent date by the Secretary of State, if applicable, or other appropriate authority of the jurisdiction of incorporation, as the case may be, and a certificate of compliance, of status or of good standing (or other similar certificate, if any), as and to the extent applicable, of each such Person as of a recent date, from the Secretary of State or other appropriate authority of such jurisdiction;
  - (ii) a certificate of a Responsible Officer of such Person dated the Series 2000-1 Issuance Date and certifying (A) that attached thereto is a true and complete copy of the constituent documents of such Person in effect as of the Series 2000-1 Issuance Date, (B) that attached thereto is a true and complete copy of duly adopted resolutions (or, if applicable unanimous consents), of the Board of Directors or managing members or general partners of such Person or committees thereof authorizing the execution, delivery and performance of the transactions contemplated by the Transaction Documents, and that such resolutions have not been amended, modified, revoked or rescinded and are in full force and effect on the Series 2000-1 Issuance Date, (C) that the certificate of incorporation or formation of such Person has not been amended since the last amendment thereto shown on the certificate of the Secretary of State or other appropriate authority of the jurisdiction of incorporation or formation of such Person furnished pursuant to **clause (i)** above and (D) as to the incumbency and specimen signature of each director, officer or manager executing any Transaction Document to which such Person is a party or any other document delivered in connection herewith or therewith on behalf of such Person; and
  - (iii) a certificate of another Responsible Officer as to the incumbency and specimen signature of the Responsible Officer executing the certificate pursuant to **clause (ii)** above;

**provided** that in the case of any Originator other than Huntsman International and the New 2008 Originators, the requirements of this **Section 9.01(b)** may be satisfied by delivery of copies (which may be provided in CD-ROM or other electronic image media or format) of the certificates last delivered by the relevant Originator in connection with the Transaction Documents, in each case certified by a Responsible Officer of Huntsman International as being true, correct and complete copies of such certificates.

- (c) **Good Standing Certificates.** Each Funding Agent shall have received copies of certificates of compliance, of status or of good standing (or similar certificate, if any), dated as of a recent date from the Secretary of State or other appropriate authority of such jurisdiction, with respect to the Company, Huntsman International, the Master Servicer and each Originator in each jurisdiction where the ownership, lease or operation of property or the conduct of business requires it to qualify as a foreign corporation, except where the failure to so qualify would not reasonably be expected to have a material adverse effect on the business, operations, properties or condition (financial or otherwise) of such Person.
- (d) **Consents, Licenses, Approvals, Etc.** Each Funding Agent shall have received, with a photocopy (which may be provided in CD-ROM or other electronic image media or format) for each Series 2000-1 Purchaser and each Series 2000-1 APA Bank, certificates dated the Series 2000-1 Issuance Date of a Responsible Officer of such Person either:
  - (i) attaching copies of all material consents, licenses, approvals, registrations or filings required in connection with the execution, delivery and performance by such Person of the Pooling Agreement, this Supplement, the Origination Agreements and/or the Servicing Agreement, as the case may be, and the validity and enforceability of the Pooling Agreement, this Supplement, the Origination Agreements, and/or the Servicing Agreement against such Person and such consents, licenses and approvals shall be in full force and effect; or
  - (ii) stating that no such consents, licenses, approvals registrations or filings are so required, except for those that may be required under state securities or "blue sky" laws;

**provided**, that the Company makes no representation or warranty as to whether any action, consent, or approval of, registration or filing with any other action by any Governmental Authority is or will be required in connection with the distribution of the Series 2000-1 VFC Certificates and Series 2000-1 VFC Certificate Interests.

- (e) **Lien Searches.** Each Funding Agent and the Trustee shall have received the results of a recent search satisfactory to the Funding Agents of any UCC filings (or equivalent filings) made with respect to the Company and the Originators (and with respect to such other Persons as either Funding Agent deems necessary) in the jurisdictions in which the Originators and the Company are required to file financing statements (or similar filings) pursuant to **Section 9.01(u)**, together with copies of the financing statements (or similar documents) disclosed by such search, and accompanied by evidence satisfactory to the Funding Agents that any Liens disclosed by such search would be Permitted Liens or have been released.
- (f) **Legal Opinions.** The Administrative Agent, the Funding Agents and the Trustee shall have received, with a copy for each Series 2000-1 Purchaser and each Series 2000-1 APA Bank, legal opinions from counsel to Huntsman International, the Company or the applicable Originators, as the case may be,

in each case in form and substance satisfactory to the Administrative Agent, the Funding Agents and the Trustee; **provided** that in the case of any Originator other than Huntsman International and the New 2008 Originators the requirements of this **Section 9.01(f)** may be satisfied by delivery of reliance letters addressed to the members of the Barclays VFC Purchaser Group and the HSBC VFC Purchaser Group relating to the applicable legal opinions delivered with respect to such Originator in April, 2006.

- (g) **Fees.** Each Funding Agent, the Series 2000-1 Conduit Purchaser, the Series 2000-1 APA Banks and the Trustee shall have received payment of all fees and other amounts due and payable to any of them on or before the Series 2000-1 Issuance Date.
- (h) **Conditions Under the Origination Agreements.** A Responsible Officer of (i) each New 2008 Originator and the Contributor shall have certified, in writing, that all conditions to the obligations of the Contributor and the relevant Originator on the Series 2000-1 Issuance Date under the applicable Origination Agreement shall have been satisfied in all material respects including all requirements applicable to the relevant Originator becoming an Additional Originator; and (ii) each Originator shall have certified, in writing, that (A) such Originator is solvent and (B) that such Originator reaffirms its obligations under the Origination Agreement to which it is a party and such Origination Agreement remains in full force and effect.
- (i) **Copies of Written Policies.** Each Funding Agent and the Trustee shall have received from the Master Servicer a copy of the Policies in form and substance acceptable to the Funding Agents, certified by a Responsible Officer of the Master Servicer as true, correct and complete copy of such Policies.
- (j) **The Company's Shareholders.** The composition of the Company's shareholders (including at least one independent director) shall be reasonably acceptable to the Funding Agents.
- (k) **Financial Statements.** Each Funding Agent shall have received audited consolidated financial statements of income, stockholder's equity and cash flows of Huntsman International and its consolidated Subsidiaries for the calendar year ended December 31, 2007 and other financial information with respect to such entities in form and substance satisfactory to the Funding Agents and accompanied by a copy of the opinion of Deloitte & Touche, Independent Public Accountants.
- (l) **Solvency Certificate.** Each Funding Agent and the Trustee shall have received a certificate from the Company dated the Series 2000-1 Issuance Date and signed by a Responsible Officer of the Company in form satisfactory to the Funding Agents, to the effect that the Company will be solvent after giving effect to the transactions occurring on the Series 2000-1 Issuance Date.
- (m) **Representations and Warranties.** On the Series 2000-1 Issuance Date, the representations and warranties of the Company and the Master Servicer in the Pooling Agreement, the Servicing Agreement and this Supplement shall be true and correct in all material respects.

- (n) **Establishment of Company Receipts Accounts.** Each Funding Agent and the Trustee shall be satisfied with the arrangements for the safe and timely collection of payments in respect of Receivables.
- (o) **Daily Report.** Each Funding Agent and the Trustee shall have received a Daily Report on the Series 2000-1 Issuance Date.
- (p) **Monthly Settlement Report.** Each Funding Agent and the Trustee shall have received a Monthly Settlement Report with respect to October 2008.
- (q) **No Litigation.** Each Funding Agent shall have received confirmation from the Master Servicer, Huntsman International and the Company that there is no pending or, to the knowledge of the Master Servicer, Huntsman International or the Company after due inquiry, action or proceeding threatened in writing affecting any Originator], the Master Servicer,

Huntsman International or the Company or any of their respective Subsidiaries before any Governmental Authority that could reasonably be expected to have a Material Adverse Effect other than disclosed in public filings.

- (r) **Back up Servicing Arrangements.** Each Funding Agent shall have received evidence that each Originator and the Master Servicer maintains disaster recovery systems and back up computer and other information management systems that, in each Funding Agents' and the Liquidation Servicer's reasonable judgment, are sufficient to protect such Originator's business against material interruption or loss or destruction of its primary computer and information management systems.
- (s) **Systems.** Each Funding Agent and Liquidation Servicer shall have received evidence that the Master Servicer shall have established operational systems satisfactory to the Funding Agents and the Liquidation Servicer that are capable of aggregating information regarding the Receivables and related Obligors from all Originators.
- (t) **Filings, Registrations and Recordings.**
  - (i) Each U.S. Originator shall have filed and recorded (in a form acceptable to the Trustee and the Funding Agents) on or prior to the Series 2000-1 Issuance Date, at its own expense, UCC financing statements (or other similar filings) with respect to the Receivables originated by such U.S. Originator and the other Receivable Assets related thereto in such manner and in such jurisdictions as are necessary to perfect the Company's ownership interest therein under the relevant UCC (or similar laws) and delivered evidence of such filings to each Funding Agent on or prior to the Series 2000-1 Issuance Date, and all other action (including but not limited to notifying related Obligors of the assignment of a Receivable, except to the extent that the relevant UCC and other similar laws (to the extent applicable) permit such Originator to provide such notification subsequent to the Effective Date without materially impairing the Company's ownership of the Receivables and without incurring material expenses in connection with such notification) necessary to perfect under the

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relevant UCC and other similar laws (to the extent applicable) in jurisdictions outside the United States (to the extent applicable) the Company's ownership of the Receivables originated by such Originator and the other Receivable Assets related thereto shall have been duly taken; and

- (ii) the Company (or the Master Servicer on its behalf) shall have received copies of proper UCC financing statements (or other similar filings) which will be filed on or before the Series 2000-1 Issuance Date, at its own expense, with respect to the Participation Assets in such manner and in such jurisdictions as are necessary to perfect and maintain perfection of the security interest and Participation of the Trustee, on behalf of the Trust, in the Participation Assets and delivered evidence of such filings to each Funding Agent on or prior to the Series 2000-1 Issuance Date, and all other action (including but not limited to notifying related Obligors of the assignment of a Receivable, except to the extent that the relevant UCC and other similar laws (to the extent applicable) permit the Company (or its assignees) to provide such notification subsequent to the Effective Date without materially impairing the Trust's security interest and Participation in the Participation Assets and without incurring material expenses in connection with such notification) necessary to perfect under the relevant UCC and other similar laws (to the extent applicable) in jurisdictions outside the United States (to the extent applicable) the Trust's security interest in the Participation Assets shall have been duly taken by the Company (or by the Master Servicer on its behalf).
- (u) **Obligor information as requested by the Liquidation Servicer.** The Liquidation Servicer shall have received, on or before the Series 2000-1 Issuance Date, information on all Eligible Obligors, including legal name, legal address and domicile, contact name, telephone and fax details and payment terms.
- (v) **Series 2000-1 FX Hedging Agreements.** The Series 2000-1 FX Hedging Agreements required by the FX Hedging Policy are in place.
- (w) **Due diligence by the Liquidation Servicer.** Within sixty (60) days following the Series 2000-1 Issuance Date, the Liquidation Servicer will complete the Master Servicer Site Review and the review of the Master Servicer's Standby Liquidation System, in each case in accordance with the Liquidation Servicer Agreement.
- (x) **Intercreditor Agreement.** Each Funding Agent shall have received a copy of the duly executed intercreditor agreement with the secured creditors of the Contributor and the other Originators, in form and substance satisfactory to each Funding Agent.
- (y) **Other Requests.** Each Funding Agent shall have received such other approvals, opinions or documents as it may reasonably request.

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## THE ADMINISTRATIVE AGENT AND FUNDING AGENTS

### SECTION 10.01 Appointment.

- (a) Each Series 2000-1 Purchaser and each Funding Agent hereby irrevocably designates and appoints the Administrative Agent as the agent of such Series 2000-1 Purchaser and Funding Agent, as the case may be, under this Supplement and the other Transaction Documents and each such Series 2000-1 Purchaser and Funding Agent irrevocably authorizes the Administrative Agent, in such capacity, to take such action on its behalf under the provisions of this Supplement and the other Transaction Documents and to exercise such powers and perform such duties as are expressly delegated to the Administrative Agent by the terms of this Supplement and the other Transaction Documents, together with such other powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary elsewhere in this Supplement or any other Transaction Document, the Administrative Agent shall not have any duties or responsibilities, except those expressly set forth herein, or any fiduciary relationship with any Series 2000-1 Purchaser or any Funding Agent, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Supplement or otherwise exist against the Administrative Agent.
- (b) Each Series 2000-1 Purchaser hereby irrevocably designates and appoints the Funding Agent for such Series 2000-1 Purchaser's VFC Purchaser Group as the agent of such Series 2000-1 Purchaser under this Supplement and the other Transaction Documents and each such Series 2000-1 Purchaser irrevocably authorizes such Funding Agent, in such capacity, to take such action on its behalf under the provisions of this Supplement and the other Transaction Documents and to exercise such powers and perform such duties as are expressly delegated to such Funding Agent by the terms of this Supplement and the other Transaction Documents, together with such other powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary elsewhere in this Supplement or any other Transaction Document, neither Funding Agent shall have any duties or responsibilities, except those expressly set forth herein, or any fiduciary relationship with any Series 2000-1 Purchaser, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Supplement or otherwise exist against either Funding Agent.
- (c) Except as otherwise expressly provided in this Supplement, any notice, request or other communication made by the Funding Agent for a Series 2000-1 Conduit Purchaser's VFC Purchaser Group shall constitute a notice, request or communication to all relevant parties within such VFC Purchaser Group and each party to this Supplement may assume that the Funding Agent has, to the extent applicable, forwarded such notice, request or other communication to the relevant parties within such Series 2000-1 Conduit Purchaser's VFC Purchaser Group.

### SECTION 10.02 Delegation of Duties.

The Administrative Agent and each Funding Agent may execute any of its respective duties under this Supplement or any other Transaction Document by or through agents or attorneys in fact and shall be entitled to advice of counsel (who may be counsel for the Company, the Administrative Agent, a Funding Agent, the Master Servicer, any other Series 2000-1 Conduit Purchaser or any other Series 2000-1 Purchaser), independent public accountants and other experts selected by it concerning all matters pertaining to such duties. Neither Funding Agent shall be responsible for the negligence or misconduct of any agents or attorneys in fact selected by it with reasonable care.

### SECTION 10.03 Exculpatory Provisions.

Neither the Administrative Agent nor any Funding Agent nor any of their respective officers, directors, employees, agents, attorneys in fact or Affiliates shall be (i) liable for any action lawfully taken or omitted to be taken by it or such Person under or in connection with the Pooling Agreement or this Supplement or any other Transaction Document (x) with the consent or at the request of the Series 2000-1 Majority Purchasers or (y) in the absence of its own gross negligence or willful misconduct or (ii) responsible in any manner to the Administrative Agent or any Funding Agent or any of the Series 2000-1 Purchasers for any recitals, statements, representations or warranties made by the Company or any respective officer of the Company contained in this Supplement or any other Transaction Document or in any certificate, report, statement or other document referred to or provided for in, or received by the Administrative Agent or such Funding Agent, as the case may be, under or in connection with, this Supplement or any other Transaction Document or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Supplement or any other Transaction Document or for any failure of the Company to perform its obligations hereunder or thereunder. Neither the Administrative Agent nor any Funding Agent shall be under any obligation to the Administrative Agent or any Funding Agent or any Series 2000-1 Purchaser to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Supplement or any other Transaction Document, or to inspect the properties, books or records of the Company or the Master Servicer.

### SECTION 10.04 Reliance by Administrative Agent and Funding Agents.

The Administrative Agent and each Funding Agent shall be entitled to rely, and shall be fully protected in relying, upon the Series 2000-1 VFC Certificates, any writing, resolution, notice, consent, certificate, affidavit, letter, telecopy, telex or teletype message, statement, order or other documents or conversation reasonably believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including counsel to the Company or the Master Servicer), independent accountants and other experts selected by the Administrative Agent or such Funding Agent, as the case may be, and shall not be liable for any action taken or omitted to be taken by it in good faith in accordance with the advice of such counsel, accountants or experts. The Administrative Agent and each Funding Agent may deem and treat the payee of a Series 2000-1 VFC Certificate as the owner thereof for all purposes unless a written notice of assignment, negotiation or transfer thereof shall have been filed with the

Administrative Agent and the related Funding Agent. The Administrative Agent and each Funding Agent shall be fully justified in failing or refusing to take any action under this Supplement or any other Transaction Document unless it shall first receive such advice or concurrence of the

Series 2000-1 Majority Purchasers or, in the case of any Funding Agent, such advice or concurrence of its VFC Purchaser Group, in each case as the Administrative Agent or such Funding Agent, as the case may be, deems appropriate and it shall first be indemnified to its satisfaction by the Series 2000-1 APA Banks, in the case of the Administrative Agent, or the Series 2000-1 APA Banks in its VFC Purchaser Group, in the case of any Funding Agent, against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action. The Administrative Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Supplement and the other Transaction Documents in accordance with a request of any Series 2000-1 Purchaser, and such request and any action taken or failure to act pursuant thereto shall be binding. Each Funding Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Supplement and the other Transaction Documents in accordance with a request of the Series 2000-1 Purchasers in its VFC Purchaser Group given in accordance with its applicable Series 2000-1 Asset Purchase Agreement, and such request and any action taken or failure to act pursuant thereto shall be binding.

**SECTION 10.05            Notice of Master Servicer Default or Series 2000-1 Early Amortization Event or Potential Series 2000-1 Early Amortization Event.**

Neither the Administrative Agent nor any Funding Agent shall be deemed to have knowledge or notice of the occurrence of any Master Servicer Default or any Series 2000-1 Early Amortization Event or Potential Series 2000-1 Early Amortization Event hereunder unless the Administrative Agent or such Funding Agent has received written notice from the Administrative Agent, a Funding Agent, a Series 2000-1 Purchaser, the Company or the Master Servicer referring to the Pooling Agreement or this Supplement, describing such Master Servicer Default or such Series 2000-1 Early Amortization Event or Potential Series 2000-1 Early Amortization Event and stating that such notice is a “**notice of a Master Servicer Default with respect to the Master Servicer**” or a “**notice of a Series 2000-1 Early Amortization Event or Potential Series 2000-1 Early Amortization Event**”, as the case may be. In the event that the Administrative Agent or a Funding Agent receives such notice, the Administrative Agent or such Funding Agent shall give notice thereof to the Series 2000-1 Purchasers, the Series 2000-1 APA Banks, the Company and the Master Servicer. The Administrative Agent shall take such action with respect to such Master Servicer Default or Series 2000-1 Early Amortization Event or Potential Series 2000-1 Early Amortization Event as shall be reasonably directed by the Series 2000-1 Majority Purchasers; **provided** that unless and until the Administrative Agent shall have received such directions and indemnification satisfactory to the Administrative Agent from the Series 2000-1 APA Banks, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Master Servicer Default or Series 2000-1 Early Amortization Event or Potential Series 2000-1 Early Amortization Event as it shall deem advisable in the best interests of the Series 2000-1 Purchasers. Each Funding Agent shall take such action (to the extent permitted hereunder) with respect to such Master Servicer Default or Series 2000-1 Early Amortization Event or Potential Series 2000-1 Early Amortization Event as shall be reasonably directed by the Series 2000-1 Purchasers in its VFC Purchaser Group in accordance with its applicable Series 2000-1 Asset Purchase Agreement; **provided** that unless and until a Funding Agent shall have received such directions and indemnification satisfactory to such Funding Agent from the related Series 2000-1 APA Banks, such Funding Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Master Servicer Default or Series

2000-1 Early Amortization Event or Potential Series 2000-1 Early Amortization Event as it shall deem advisable in the best interests of the related Series 2000-1 Purchasers.

**SECTION 10.06            Non Reliance on Administrative Agent or Funding Agents and Other Series 2000-1 Purchasers.**

Each Series 2000-1 Purchaser expressly acknowledges that neither the Administrative Agent nor any Funding Agent nor any of their respective officers, directors, employees, agents, attorneys in fact or Affiliates have made any representations or warranties to it and that no action by the Administrative Agent or any Funding Agent hereinafter taken, including any review of the affairs of the Company, shall be deemed to constitute any representation or warranty by the Administrative Agent or any Funding Agent to any Series 2000-1 Purchaser. Each Series 2000-1 Purchaser represents to the Administrative Agent and each Funding Agent that it has, independently and without reliance upon the Administrative Agent or either Funding Agent or any other Series 2000-1 Purchaser, and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, operations, property, financial and other condition and creditworthiness of the Company and made its own decision to enter into this Supplement. Each Series 2000-1 Purchaser also represents that it will, independently and without reliance upon the Administrative Agent or any Funding Agent or any other Series 2000-1 Purchaser, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Supplement and the other Transaction Documents, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of the Company. Except for notices, reports and other documents expressly required to be furnished to the Series 2000-1 Purchasers by the Administrative Agent or its related Funding Agent hereunder, neither the Administrative Agent nor any Funding Agent shall have any duty or responsibility to provide any Series 2000-1 Purchaser with any credit or other information concerning the business, operations, property, condition (financial or otherwise), prospects or creditworthiness of the Company which may come into the possession of the Administrative Agent or such Funding Agent or any of its officers, directors, employees, agents, attorneys in fact or Affiliates.

**SECTION 10.07            Indemnification.**

- (a) The Series 2000-1 APA Banks agree to indemnify the Administrative Agent in its capacity as such (to the extent not reimbursed by Huntsman International and the Company and without limiting the obligation of Huntsman International, the Company and the Master Servicer to do so), ratably according to their respective Series 2000-1 Adjusted Commitment Percentages in effect on the date on which indemnification is sought (or, if indemnification is sought after the Series 2000-1 Commitment Termination Date, ratably in accordance with their Series 2000-1 Adjusted Commitment Percentages immediately prior to such date), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever which may at any time be imposed or, incurred by or asserted against the Administrative Agent in any way relating to or arising out of, the Series 2000-1 Commitments, this Supplement, any of the other Transaction Documents or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by the

Administrative Agent under or in connection with any of the foregoing; **provided** that no Series 2000-1 Purchaser shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements to the extent resulting solely from the Administrative Agent's gross negligence or willful misconduct. The agreements in this Section shall survive the payment of all amounts payable hereunder.

- (b) The Series 2000-1 APA Banks in each VFC Purchaser Group agree to indemnify the related Funding Agent in its capacity as such (to the extent not reimbursed by Huntsman International and the Company and without limiting the obligation of Huntsman International, the Company and the Master Servicer to do so), ratably according to their respective Series 2000-1 Adjusted Commitment Percentages as a percentage of all Series 2000-1 Commitments in such VFC Purchaser Group, in effect on the date on which indemnification is sought (or, if indemnification is sought after the Series 2000-1 Commitment Termination Date, ratably in accordance with their Series 2000-1 Adjusted Commitment Percentages as a percentage of all Series 2000-1 Commitments in such VFC Purchaser Group, immediately prior to such date), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever which may at any time be imposed or, incurred by or asserted against such Funding Agent in any way relating to or arising out of, the Series 2000-1 Commitments, this Supplement, any of the other Transaction Documents or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by such Funding Agent under or in connection with any of the foregoing; **provided** that no Series 2000-1 Purchaser shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements to the extent resulting solely from such Funding Agent's gross negligence or willful misconduct. The agreements in this Section shall survive the payment of all amounts payable hereunder.

#### **SECTION 10.08 Administrative Funding and Funding Agent in Its Individual Capacity.**

The Administrative Agent, each Funding Agent and their respective Affiliates may make loans to, accept deposits from and generally engage in any kind of business with the Company, the Master Servicer or any of their Affiliates as though the Administrative Agent or such Funding Agent, as the case may be, were not the Administrative Agent or a Funding Agent hereunder. With respect to any Series 2000-1 VFC Certificate Interest held by the Administrative Agent or a Funding Agent, the Administrative Agent or such Funding Agent, as the case may be, shall have the same rights and powers under this Supplement and the other Transaction Documents as any Series 2000-1 Purchaser and may exercise the same as though it were not a Funding Agent, and the terms "**Series 2000-1 APA Bank**" and "**Series 2000-1 Purchaser**" shall include the Administrative Agent or such Funding Agent, as the case may be, in its individual capacity.

#### **SECTION 10.09 Successor Administrative Agent and Funding Agent.**

- (a) The Administrative Agent may resign as Administrative Agent upon ten (10) days' notice to the Trustee, each Funding Agent, the Series 2000-1 Purchasers and the Company and such resignation is not to be effective until a successor funding agent is appointed. If the Administrative Agent shall resign as Administrative Agent under this Supplement, then the Series 2000-1 Purchasers shall appoint from among the Series 2000-1 Purchasers a successor agent for the Series 2000-1 Purchasers, which successor agent shall be approved by the Company and the Master Servicer (which approval shall not be unreasonably withheld), whereupon such successor agent shall succeed to the rights, powers and duties of the Administrative Agent, and the term "**Administrative Agent**" shall include such successor agent effective upon such appointment and approval, and the former Administrative Agent's rights, powers and duties as the Administrative Agent shall be terminated, without any other or further act or deed on the part of such former Administrative Agent or any of the parties to this Supplement. After any retiring Administrative Agent's resignation as the Administrative Agent, the provisions of this **Article X** shall inure to its benefit as to any actions taken or omitted to be taken by it while it was the Administrative Agent under this Supplement.
- (b) Each Funding Agent may resign as a Funding Agent upon ten (10) days' notice to the Administrative Agent, the Trustee, the other Funding Agent(s), the Series 2000-1 Purchasers and the Company and such resignation is not to be effective until a successor funding agent is appointed. If a Funding Agent shall resign as Funding Agent under this Supplement, then the Series 2000-1 Purchasers in the related VFC Purchaser Group shall appoint from among the Series 2000-1 APA

Banks in the related VFC Purchaser Group a successor agent for the Series 2000-1 Purchasers, which successor agent shall be approved by the Company and the Master Servicer (which approval shall not be unreasonably withheld), whereupon such successor agent shall succeed to the rights, powers and duties of such Funding Agent, and the term “**Funding Agent**” shall include such successor agent effective upon such appointment and approval, and the former Funding Agent’s rights, powers and duties as a Funding Agent shall be terminated, without any other or further act or deed on the part of such former Funding Agent or any of the parties to this Supplement. After any retiring Funding Agent’s resignation as a Funding Agent, the provisions of this **Article X** shall inure to its benefit as to any actions taken or omitted to be taken by it while it was a Funding Agent under this Supplement.

## ARTICLE XI

### MISCELLANEOUS

#### SECTION 11.01 Ratification of Agreement; Effectiveness.

- (a) As supplemented by this Supplement, the Pooling Agreement is in all respects ratified and confirmed and the Pooling Agreement as so supplemented by this Supplement shall be read, taken and construed as one and the same instrument.
- (b) This Supplement shall be binding on the parties hereto with effect as at the date hereof; **provided** that the Series 2000-1 Commitments hereunder shall

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become available for drawing and the Series 2000-1 Issuance Date shall occur on November 18, 2008, upon which date the existing Amended and Restated Series 2000-1 Supplement dated April 18, 2006 (the “**Existing Agreement**”) will be of no further force and effect except as to evidence the creation of trusts, participations and security interests thereunder and the incurrence of obligations thereunder. For purposes of clarification until the Series 2000-1 Issuance Date, the Existing Agreement, the “Series 2000-1 Commitments” thereunder and the funding therein shall remain in effect.

#### SECTION 11.02 Governing Law.

THIS SUPPLEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REFERENCE TO ANY CONFLICT OF LAW PRINCIPLES (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

#### SECTION 11.03 Further Assurances.

Each of the Company, the Master Servicer and the Trustee agrees, from time to time, to do and perform any and all acts and to execute any and all further instruments required or reasonably requested by the Administrative Agent or the Funding Agents more fully to give effect to the purposes of this Supplement and the sale of the Series 2000-1 VFC Certificates and the Series 2000-1 VFC Certificate Interests hereunder, including, in the case of the Company and the Master Servicer, the execution of any financing or registration statements or similar documents or notices or continuation statements relating to the Receivables and the other Participation Assets for filing or registration under the provisions of the relevant UCC or similar legislation of any applicable jurisdiction; **provided** that, in the case of the Trustee, in furtherance and without limiting the generality of **Section 8.01(d)** of the Pooling Agreement, the Trustee shall have received reasonable assurance in writing of adequate reimbursement and indemnity in connection with taking such action before the Trustee shall be required to take any such action.

#### SECTION 11.04 Payments.

Each payment to be made hereunder shall be made on the required payment date in U.S. Dollars, Euro and/or Pounds Sterling (as applicable) and in immediately available funds, if to any Series 2000-1 Purchaser, at the office of the related Funding Agent as determined in accordance with **Section 11.09**. Except in the circumstances described in **Section 2.06(c)**, on each Distribution Date, each Funding Agent shall remit in like funds to each related Series 2000-1 Purchaser its applicable *pro rata share* (based on the amount each such Series 2000-1 Purchaser’s Series 2000-1 Purchaser Invested Amount represents of the Series 2000-1 Invested Amount for the related VFC Purchaser Group) of each such payment received by such Funding Agent for the account of the related Series 2000-1 Purchasers. The Master Servicer shall provide instructions to the Trustee with respect to conversion of funds from one currency into another currency and the Trustee is hereby authorized, to the extent it is required to convert funds in one currency into funds in another currency in order to make any payment or distribution, to convert such funds at the Spot Rate provided by the Paying Agent.

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#### SECTION 11.05 Costs and Expenses.

The Company agrees to pay all reasonable fees and out of pocket costs and expenses of the Trustee, the Administrative Agent, each Funding Agent, each Series 2000-1 Conduit Purchaser and each Series 2000-1 APA Bank (including reasonable fees and disbursements of counsel to the Trustee, the Administrative Agent, each Funding Agent each Series 2000-1 Conduit Purchaser) in connection with (i) the preparation, execution and delivery of this Supplement, the Pooling Agreement, and the other Transaction Documents and amendments or waivers of any such documents, (ii) the reasonable enforcement by the Trustee, the Administrative Agent, any Funding Agent, any



Series 2000-1 Conduit Purchaser or any Series 2000-1 APA Bank of the obligations and liabilities of the Company and the Master Servicer under the Pooling Agreement, this Supplement, the other Transaction Documents or any related document, (iii) any restructuring or workout of the Pooling Agreement, this Supplement or any related document and (iv) any inspection of the Company's and/or the Master Servicer's offices, properties, books and records and any discussions with the officers, employees and the Independent Public Accountants of the Company or the Master Servicer; **provided, however**, that any payments made by the Company pursuant to this **Section 11.05** shall be Company Subordinated Obligations; and **provided, further**, that in respect of payments of out-of-pocket costs and expenses incurred pursuant to **clause (iv)** above, the Company agrees to pay such out-of-pocket costs and expenses (a) in connection with one inspection conducted once every calendar year prior to the occurrence of a Series 2000-1 Early Amortization Event or a Master Servicer Default; **provided, however**, that such annual inspection with respect to a Funding Agent shall not exceed \$30,000; and (b) in connection with any inspection conducted following the occurrence and during the continuance of a Series 2000-1 Early Amortization Event or a Master Servicer Default.

#### **SECTION 11.06 No Waiver; Cumulative Remedies.**

No failure to exercise and no delay in exercising, on the part of the Trustee, the Administrative Agent, either Funding Agent or any Series 2000-1 Purchaser, any right, remedy, power or privilege hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exhaustive of any rights, remedies, powers and privileges provided by law.

#### **SECTION 11.07 Amendments.**

- (a) Subject to this **Section 11.07(c)**, this Supplement may be amended in writing from time to time by the Master Servicer, the Company and the Trustee, with the prior written notice to and written consent of each Funding Agent, but without the consent of any holder of a Series 2000-1 VFC Certificate or any Series 2000-1 VFC Certificate Interest, to cure any ambiguity, to correct or supplement any provisions herein which may be inconsistent with any other provisions herein or to add any other provisions to or change in any manner or eliminate any of the provisions with respect to matters or questions raised under this Supplement which shall not be inconsistent with the provisions of any Pooling and Servicing Agreement; **provided, however**, that such action shall not, as evidenced by a Responsible Officer's Certificate of the Company delivered to the Trustee upon which the Trustee may conclusively rely, have a Material Adverse Effect (but, to the extent that the determination of whether

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such action would have a Material Adverse Effect requires a conclusion as to a question of law, an Opinion of Counsel shall be delivered by the Company to the Trustee in addition to such Responsible Officer's Certificate). The Trustee may, but shall not be obligated to, enter into any such amendment pursuant to this **Section 11.07(a)** or **Section 11.07(b)** that affects the Trustee's rights, duties or immunities under any Pooling and Servicing Agreement or otherwise.

- (b) Subject to **Section 11.07(c)**, this Supplement may also be amended (other than in the circumstances referred to in **Section 11.07(a)**) in writing from time to time by the Master Servicer, the Company and the Trustee with the written consent of each Funding Agent and the Series 2000-1 Majority Purchasers for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Supplement or of modifying in any manner the rights of the Series 2000-1 VFC Certificateholders; **provided, however**, that no such amendment shall, unless signed or consented to in writing by all Series 2000-1 Purchasers, (i) extend the time for payment, or reduce the amount, of any amount of money payable to or for the account of any Series 2000-1 Purchaser under any provision of this Supplement, extend the Series 2000-1 Termination Date or reduce the Series 2000-1 Subordinated Interests, (ii) subject any Series 2000-1 Purchaser to any additional obligation (including, any change in the determination of any amount payable by any Series 2000-1 Purchaser) or (iii) change the VFC Pro Rata Shares, VFC Currency Pro Rata Shares or the Series 2000-1 Aggregate Commitment Amount or the percentage of Series 2000-1 Purchasers or Series 2000-1 Invested Amount which shall be required for any action under this Section or any other provision of this Supplement.
- (c) No amendment to this Supplement shall be effective unless the prior written consent of each Funding Agent is obtained.
- (d) Each of the Company and the Trustee hereby agrees that the Company and the Trustee may not perform a Company Exchange in accordance with **Section 5.11** of the Pooling Agreement without:
  - (i) the prior written consent of, (A) if the Company Exchange will occur prior to a Conduit Purchaser Termination Event with respect to a Series 2000-1 Conduit Purchaser, the Series 2000-1 Conduit Purchaser in such VFC Purchaser Group and the Series 2000-1 Required APA Banks in such VFC Purchaser Group and (B) if the Company Exchange will occur on or after a Conduit Purchaser Termination Event with respect to a Series 2000-1 Conduit Purchaser, the Series 2000-1 Purchase Date with respect to a Series 2000-1 Conduit Purchaser or any day thereafter, the Series 2000-1 Required APA Banks in such VFC Purchaser Group;
  - (ii) the prior written consent of each Funding Agent; and
  - (iii) to the extent determined applicable by the Funding Agents, entering into an amendment to this Supplement (in form satisfactory to the Funding Agents) to provide under this Supplement the benefit of any

term or condition with respect to any Series relating to such Company Exchange which the Funding Agents determine is more favorable to the relevant Holders than is provided under this Supplement.

- (e) Each of the Company and the Trustee hereby agrees that no term of the Pooling Agreement which relates to a Funding Agent or the Administrative Agent may be amended, modified, waived or otherwise varied without the prior written consent of each Funding Agent and the Administrative Agent.

#### **SECTION 11.08 Severability.**

If any provision hereof is void or unenforceable in any jurisdiction, such status shall not affect the validity or enforceability of (i) such provision in any other jurisdiction or (ii) any other provision hereof in such or any other jurisdiction.

#### **SECTION 11.09 Notices.**

- (a) All notices, requests and demands to or upon any party hereto to be effective shall be given (i) in the case of the Company, the Master Servicer and the Trustee, in the manner set forth in **Section 10.05** of the Pooling Agreement and (ii) in the case of the Administrative Agent, each Funding Agent, each Series 2000-1 Conduit Purchaser and each Series 2000-1 APA Bank, in writing (including a confirmed transmission by telecopy), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered by hand or three (3) days after being deposited in the mail, postage prepaid, or, in the case of telecopy notice, when received, in the case of the Administrative Agent, each Funding Agent, each Series 2000-1 Conduit Purchaser and each Series 2000-1 APA Bank, at their respective addresses set forth on **Schedule IV** attached hereto or below their names on **Attachment 1** to any Series 2000-1 Commitment Transfer Supplement, as applicable; or to such other address as may be hereafter notified by any of the respective parties hereto.
- (b) Notices, requests and demands hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by the Master Servicer, the Administrative Agent, the Funding Agents and the Trustee; **provided that** the foregoing shall not apply to notices pursuant to **Article 11** unless otherwise agreed by the Administrative Agent and the applicable Funding Agent with respect to a VFC Purchaser Group. The Master Servicer, the Administrative Agent, the Funding Agents and the Trustee may, each in its discretion, agree to accept notices, requests and demands to it hereunder by electronic communications pursuant to procedures approved by it; **provided that** approval of such procedures may be limited to particular notices or communications. Notwithstanding the foregoing, the parties hereto agree that the Purchase Documents delivered pursuant to **Section 4A.02**, notices or reports delivered pursuant to **Section 2.14** and notices and directions delivered pursuant to **Section 8.02(h)**, each may be delivered by electronic communications.

#### **SECTION 11.10 Successors and Assigns.**

- (a) This Supplement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- (b) Any Series 2000-1 Purchaser (x) may at any time, upon the consent of the related Series 2000-1 Conduit Purchaser and the related Funding Agent, and (y) shall, upon the request of the related Series 2000-1 Conduit Purchaser and the related Funding Agent, in the event that a Series 2000-1 Purchaser that is a Series 2000-1 APA Bank shall cease to have short term debt ratings of at least "A-1" by S&P and at least "P-1" by Moody's, or, if such Series 2000-1 APA Bank does not have short term debt which is rated by S&P and Moody's, in the event the parent corporation of such Series 2000-1 APA Bank has rated short term debt, such parent corporation ceases to have short term debt ratings of at least "A-1" by S&P and at least "P-1" by Moody's, assign to one or more Eligible Assignees (any such assignee shall be referred to herein as "**Series 2000-1 Acquiring Purchaser**") all or a portion of its interests, rights and obligations under this Supplement and the Transaction Documents; **provided, however**, that:
  - (i) the amount of the Series 2000-1 Commitment of the assigning Series 2000-1 APA Bank subject to each such assignment (determined as of the date the Series 2000-1 Commitment Transfer Supplement with respect to such assignment is delivered to the related Funding Agent) shall not be less than \$10,000,000 (or, if less, the entire remaining amount of such Series 2000-1 Purchaser's Series 2000-1 Commitment);
  - (ii) the parties to each such assignment shall execute and deliver to the Administrative Agent and the related Funding Agent a Series 2000-1 Commitment Transfer Supplement, substantially in the form of **Exhibit B**, together with, in the case of any assignment to a Person other than an Eligible Assignee (excluding clause (B) of the definition thereof), a processing and recordation fee payable to the Administrative Agent of \$3,500;
  - (iii) the Series 2000-1 Acquiring Purchaser, if it shall not already be a Series 2000-1 Purchaser, shall deliver to the Administrative Agent and the related Funding Agent an Administrative Questionnaire, substantially in the form of **Exhibit C** to this Supplement; and

- (iv) such assignment shall comply in all respects with the terms of the applicable Series 2000-1 Asset Purchase Agreement.

Any Series 2000-1 Purchaser can assign all or a portion of its interests, rights and obligations under this Supplement and the Transaction Documents to a Conduit Assignee of such Series 2000-1 Purchaser, which Conduit Assignee is rated at least "A-1" by S&P and at least "P-1" by Moody's, without consent; **provided** that such assignment would not result in adverse tax consequences with respect to the obligations of the Company pursuant to **Section 7.03** hereof or increased costs for the Company or any of its Affiliates with respect

to the obligations of the Company or such Affiliate pursuant to **Section 7.02** hereof, in which instance Company consent would be required (which consent may not be unreasonably withheld). Upon acceptance and recording pursuant to **Section 11.10(e)**, from and after the applicable Series 2000-1 Transfer Effective Date (A) the Series 2000-1 Acquiring Purchaser thereunder shall be a party hereto and, to the extent of the interest assigned by such Series 2000-1 Commitment Transfer Supplement, have the rights and obligations of a Series 2000-1 Purchaser under this Supplement and (B) the assigning Series 2000-1 Purchaser thereunder shall, to the extent of the interest assigned pursuant to Series 2000-1 Commitment Transfer Supplement, be released from its obligations under this Supplement and the other Transaction Documents (and, in the case of a Series 2000-1 Commitment Transfer Supplement covering all or the remaining portion of an assigning Series 2000-1 APA Bank's rights and obligations under this Supplement and the other Transaction Documents, such Series 2000-1 APA Bank shall cease to be a party hereto but shall continue to be entitled to the benefits of **Sections 7.01, 7.02, 7.03, 7.04** and **11.05**, as well as to any fees accrued for its account and not yet paid).

- (c) By executing and delivering a Series 2000-1 Commitment Transfer Supplement, the assigning Series 2000-1 APA Bank thereunder and the Series 2000-1 Acquiring Purchaser thereunder shall be deemed to confirm to and agree with each other and the other parties hereto as follows:
- (i) such assigning Series 2000-1 Purchaser warrants that it is the legal and beneficial owner of the interest being assigned thereby free and clear of any adverse claim and that its Series 2000-1 Commitment and the outstanding balances of the Series 2000-1 VFC Certificates being assigned, in each case without giving effect to assignments thereof which have not become effective, are as set forth in such Series 2000-1 Commitment Transfer Supplement;
  - (ii) except as set forth in **sub-clause (i)** above, such assigning Series 2000-1 Purchaser makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with this Supplement or any other Transaction Document, or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Supplement, any other Transaction Document or any other instrument or document furnished pursuant hereto or thereto, or the financial condition of any Originator, the Master Servicer or the Company or the performance or observance by any Originator, the Master Servicer or the Company of any of their respective obligations under this Supplement, any other Transaction Document or any other instrument or document furnished pursuant hereto or thereto;
  - (iii) such Series 2000-1 Acquiring Purchaser represents and warrants that it is legally authorized to enter into such Series 2000-1 Commitment Transfer Supplement;
  - (iv) such Series 2000-1 Acquiring Purchaser confirms that it has received a copy of this Supplement or any other Transaction Document and such

other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Series 2000-1 Commitment Transfer Supplement;

- (v) such Series 2000-1 Acquiring Purchaser will independently and without reliance upon the Administrative Agent, either Funding Agent, the Trustee, the assigning Series 2000-1 Purchaser or any other Series 2000-1 Purchaser and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Supplement or any other Transaction Document;
- (vi) such Series 2000-1 Acquiring Purchaser appoints and authorizes the Administrative Agent and the related Funding Agent and the Trustee to take such action as agent on its behalf and to exercise such powers under this Supplement and the other Transaction Documents as are delegated to the Administrative Agent and the related Funding Agent and the Trustee, respectively, by the terms hereof, together with such powers as are reasonably incidental thereto; and
- (vii) such Series 2000-1 Acquiring Purchaser agrees that it will perform in accordance with its terms all the obligations which by the terms of this Supplement are required to be performed by it as a Series 2000-1 Purchaser.

- (d) Notwithstanding and in addition to the provisions of **Section 5.03** of the Pooling Agreement, the Administrative Agent shall maintain at one of its offices a copy of each Series 2000-1 Commitment Transfer Supplement delivered to it and a register for the recordation of the names and addresses of the Series 2000-1 Purchaser, and the Series 2000-1 Commitments of, and the principal amount of the Series 2000-1 VFC Certificate issued to, the Series 2000-1 VFC Certificateholder and each Series 2000-1 VFC Certificate Interest allocated to each Series 2000-1 Purchaser pursuant to the terms hereof from time to time (the “**Series 2000-1 Register**”). Notwithstanding the provisions of **Section 5.06** of the Pooling Agreement, the entries in the Series 2000-1 Register as provided in this **Section 11.10(d)** shall be conclusive and the Company, the Master Servicer, the Series 2000-1 Purchaser, the Transfer Agent and Registrar, the Administrative Agent, the related Funding Agent and the Trustee shall treat each Person whose name is recorded in the Series 2000-1 Register pursuant to the terms hereof as a Series 2000-1 Purchaser hereunder for all purposes of this Supplement, notwithstanding notice to the contrary. However, in accordance with **Section 5.06** of the Pooling Agreement, in determining whether the holders of the requisite Fractional Undivided Interests have given any request, demand, authorization, direction, notice, consent or waiver hereunder, any Investor Certificate owned by the Company, the Master Servicer, the Servicer Guarantor, any Originator or any Affiliate thereof, shall be disregarded and deemed not to be outstanding, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only an Investor Certificate which a Responsible Officer of the Trustee actually knows to be so owned shall be so disregarded. Any Series 2000-1 VFC Certificate

owned by the Company, the Master Servicer, any Originator or any Affiliate thereof which has been pledged in good faith shall not be disregarded and may be regarded as outstanding if the pledgee establishes to the satisfaction of the Trustee the pledgee’s right so to act with respect to such Investor Certificate and that the pledgee is not the Company, the Master Servicer, any Originator or any Affiliate thereof. The Series 2000-1 Register shall be available for inspection by the Company, the Master Servicer, any Originator, the Series 2000-1 Purchasers and the Trustee, at any reasonable time and from time to time upon reasonable prior notice.

- (e) Upon its receipt of a duly completed Series 2000-1 Commitment Transfer Supplement executed by an assigning Series 2000-1 Purchaser or Series 2000-1 APA Bank, as applicable, and a Series 2000-1 Acquiring Purchaser, an Administrative Questionnaire completed in respect of the Series 2000-1 Acquiring Purchaser (unless the Series 2000-1 Acquiring Purchaser shall already be a Series 2000-1 Purchaser hereunder) and the processing and recordation fee referred to in **Section 11.10(b)** above, (i) the Administrative Agent and the related Funding Agent shall accept such Series 2000-1 Commitment Transfer Supplement, (ii) the Administrative Agent shall record the information contained therein in the Series 2000-1 Register and (iii) the related Funding Agent shall give prompt written notice thereof to the Series 2000-1 Purchaser, the Company, the Master Servicer and the Trustee. No assignment shall be effective unless and until it has been recorded in the Series 2000-1 Register as provided in this **Section 11.10(e)**.
- (f) Any Series 2000-1 Purchaser or Series 2000-1 APA Bank may sell participations to one or more banks or other entities (the “**Series 2000-1 Participants**”) in all or a portion of its rights and obligations under this Supplement and the other Transaction Documents (including all or a portion of its Series 2000-1 Commitment and its Series 2000-1 VFC Certificate Interest); **provided, however**, that:
- (i) such Series 2000-1 Purchaser’s or Series 2000-1 APA Bank’s obligations under this Supplement shall remain unchanged;
  - (ii) such Series 2000-1 Purchaser or Series 2000-1 APA Bank shall remain solely responsible to the other parties hereto for the performance of such obligations;
  - (iii) the Series 2000-1 Participants shall be entitled to the benefit of the cost protection provisions contained in **Sections 7.01, 7.02, 7.03 and 7.04**, and shall be required to provide the tax forms and certifications described in **Section 7.03(b)**, to the same extent as if they were Series 2000-1 Purchasers or Series 2000-1 APA Banks; **provided** that no such Participant shall be entitled to receive any greater amount pursuant to such Sections than a Series 2000-1 Purchaser or Series 2000-1 APA Bank, as applicable, would have been entitled to receive in respect of the amount of the participation sold by such Series 2000-1 Purchaser or Series 2000-1 APA Bank to such Series 2000-1 Participant had no sale occurred;

- (iv) the Company, the Master Servicer, the other Series 2000-1 Purchasers, the Series 2000-1 APA Banks, the Administrative Agent, the Funding Agents and the Trustee shall continue to deal solely and directly with such Series 2000-1 Purchaser or Series 2000-1 APA Bank in connection with such Series 2000-1 Purchaser’s or Series 2000-1 APA Bank’s rights and obligations under this Supplement, and such Series 2000-1 Purchaser or Series 2000-1 APA Bank shall retain the sole right to enforce its rights under its Series 2000-1 VFC Certificate Interest and to approve any amendment, modification or waiver of any provision of this Supplement (other than amendments, modifications or waivers decreasing any fees payable hereunder or the amount of principal of or the rate at which interest is payable on the Series 2000-1 VFC Certificates, extending any scheduled principal payment date or date fixed for the payment of interest on the Series 2000-1 VFC Certificates or increasing or

extending the Series 2000-1 Commitments); and

- (v) the sum of the aggregate amount of any Series 2000-1 Commitment or portion thereof subject to each such participation **plus** the portion of the Series 2000-1 Invested Amount represented by any Series 2000-1 VFC Certificate Interest subject to such participation shall not be less than \$10,000,000.
- (g) Any Series 2000-1 Purchaser or Series 2000-1 APA Bank may, in connection with any assignment or participation or proposed assignment or participation pursuant to this **Section 11.10**, disclose to the Series 2000-1 Acquiring Purchaser or Series 2000-1 Participant or proposed Series 2000-1 Acquiring Purchaser or Series 2000-1 Participant any information relating to any Originator, the Master Servicer, the Trust or the Company furnished to such Series 2000-1 Purchaser or Series 2000-1 APA Bank by or on behalf of such entities; **provided** that, prior to any such disclosure of information, each such Series 2000-1 Acquiring Purchaser or Series 2000-1 Participant or proposed Series 2000-1 Acquiring Purchaser or Series 2000-1 Participant shall execute and deliver to the Master Servicer a confidentiality agreement in the form of **Exhibit G**.
- (h) Neither the Company nor the Master Servicer shall assign or delegate any of its rights or duties hereunder other than to an Affiliate thereof without the prior written consent of the Funding Agents, the Trustee and each Series 2000-1 Purchaser, and any attempted assignment without such consent shall be null and void.
- (i) Notwithstanding any other provisions herein, no transfer or assignment of any interests or obligations of any Series 2000-1 Purchaser or Series 2000-1 APA Bank hereunder or any grant of participation therein shall be permitted if such transfer, assignment or grant would result in a prohibited transaction under Section 4975 of the Internal Revenue Code or Section 406 of ERISA or cause the Participation Assets to be regarded as “plan assets” pursuant to 29 C.F.R. § 2510.3-101, or require the Company or an Originator to file a registration statement with the Securities and Exchange Commission or to qualify under the “blue sky” laws of any state.

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- (j) No provision of the Transaction Documents shall in any manner restrict the ability of the Series 2000-1 Conduit Purchasers to assign, participate, grant security interests in, or otherwise transfer any portion of their respective Series 2000-1 Purchaser Invested Amounts. Without limiting the foregoing, each Series 2000-1 Conduit Purchaser may, on one or a series of transactions, transfer all or any portion of its Series 2000-1 Purchaser Invested Amount, and its rights and obligations under the Transaction Documents to a Conduit Assignee.
- (k) Any Series 2000-1 APA Bank may at any time pledge or grant a security interest in all or any portion of its Series 2000-1 VFC Certificate and its rights under this Supplement and the Transaction Documents (including any rights to payment of Series 2000-1 Purchaser Invested Amount and Series 2000-1 Monthly Interest Distribution) to secure obligations of such Series 2000-1 APA Bank to a Federal Reserve Bank, and this **Section 11.10(k)** shall not prohibit or otherwise limit to any such pledge or grant of a security interest; **provided** that no such pledge or grant of a security interest shall release a Series 2000-1 APA Bank from any of its obligations hereunder, or substitute any such pledgee or grantee for such Series 2000-1 APA Bank as a party hereto.

#### **SECTION 11.11 Counterparts.**

This Supplement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original, and all of which taken together shall constitute one and the same agreement.

#### **SECTION 11.12 Adjustments; Setoff.**

- (a) If any Series 2000-1 Purchaser (a “**Series 2000-1 Benefited Purchaser**”) shall at any time receive in respect of its Series 2000-1 Purchaser Invested Amount any distribution of any amount, including Series 2000-1 Unused Fee, Series 2000-1 Utilization Fee or other fees, or any interest thereon, or receive any collateral in respect thereof (whether voluntarily or involuntarily, by setoff, or otherwise) in a greater proportion than any such distribution (if any) received by any other Series 2000-1 Purchaser in respect of such other Series 2000-1 Purchaser’s Series 2000-1 Purchaser Invested Amount, or interest thereon, such Series 2000-1 Benefited Purchaser shall purchase for cash from the other Series 2000-1 Purchasers such portion of each such other Series 2000-1 Purchaser’s Series 2000-1 VFC Certificate Interest, or shall provide such other Series 2000-1 Purchasers with the benefits of any such collateral, or the proceeds thereof, as shall be necessary to cause such Series 2000-1 Benefited Purchaser to share the excess payment or benefits of such collateral or proceeds ratably with each of the Series 2000-1 Purchasers; **provided, however**, that if all or any portion of such excess payment or benefits is thereafter recovered from such Series 2000-1 Benefited Purchaser, such purchase shall be rescinded, and the purchase price and benefits returned, to the extent of such recovery, but without interest. The Master Servicer agrees that each Series 2000-1 Purchaser so purchasing a Series 2000-1 VFC Certificate Interest may exercise all rights of payment (including rights of

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setoff) with respect to such portion as fully as if such Series 2000-1 Purchaser were the direct holder of such portion.

- (b) In addition to any rights and remedies of the Series 2000-1 Purchasers provided by law, each Series 2000-1 Purchaser shall have the right, without prior notice to the Company, any such notice being expressly waived by the Company, to the extent permitted by applicable law, upon any amount becoming due and payable by the Company hereunder or under the Series 2000-1 VFC Certificates to setoff and appropriate and apply against any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by such Series 2000-1 Purchaser to or for the credit or the account of the Company. Each Series 2000-1 Purchaser agrees promptly to notify the Company, the Administrative Agent and the Funding Agents after any such setoff and application made by such Series 2000-1 Purchaser; **provided** that the failure to give such notice shall not affect the validity of such setoff and application.

**SECTION 11.13                    Limitation of Payments by the Company.**

The Company's obligations under **Article VII** shall be limited to the funds available to the Company which have been properly distributed to the Company pursuant to the Pooling Agreement and any Supplement and neither the Administrative Agent, nor any Funding Agent nor any Series 2000-1 Purchaser shall have any actionable claim against the Company for failure to satisfy such obligation because it does not have funds available therefor from amounts properly distributed.

**SECTION 11.14                    No Bankruptcy Petition; No Recourse.**

- (a) The Administrative Agent, each Funding Agent, each Series 2000-1 Purchaser, the Master Servicer, the Trustee and each Series 2000-1 APA Bank hereby covenants and agrees that it will not institute against, or join any other Person in instituting against, the Company, any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other similar proceedings (including, but not limited to, petitioning for the declaration of the Company's *assets en déshastre*) under any Applicable Insolvency Laws.
- (b) Notwithstanding anything elsewhere herein contained, the sole remedy of the Administrative Agent, each Funding Agent, the Master Servicer, the Trustee, each Series 2000-1 Purchaser, each Series 2000-1 APA Bank or any other person in respect of any obligation, covenant, representation, warranty or agreement of the Company under or related to this Supplement shall be against the assets of the Company, subject to the payment priorities contained in **Articles III** and **IV** of this Supplement and **Article III** of the Pooling Agreement. Neither the Administrative Agent, nor any Funding Agent, nor any Series 2000-1 Purchaser, nor any Series 2000-1 APA Bank, nor the Trustee, nor the Master Servicer, nor any other person shall have any claim against the Company to the extent that such assets are insufficient to meet any such obligation, covenant, representation, warranty or agreement (the difference being referred to herein as "**shortfall**") and all claims in respect of

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the shortfall shall be extinguished. A director, member, independent manager, managing member, officer or employee, as applicable, of the Company shall not have liability for any obligation of the Company hereunder or under any Transaction Document or for any claim based on, in respect of, or by reason of, any Transaction Document, unless such claim results from the gross negligence, fraudulent acts or willful misconduct of such director, officer or employee.

- (c) Notwithstanding any other provision of this Supplement or any other Transaction Document, each Series 2000-1 Conduit Purchaser (other than with respect to itself), the Company, the Master Servicer, the Administrative Agent, each Funding Agent and the Series 2000-1 APA Banks each hereby covenant and agree that prior to the date which is one year (or, if longer, such preference period as is then applicable) and one day after the latest of (i) the last day of the Series 2000-1 Amortization Period, (ii) the date on which all Investor Certificates of each other Outstanding Series are repaid in full, and (iii) the date on which all outstanding Commercial Paper of each Series 2000-1 Conduit Purchaser is paid in full, it will not institute against, or join any other Person in instituting against, any Series 2000-1 Conduit Purchaser any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other similar proceedings under any Applicable Insolvency Laws.

The provisions of this **Section 11.14** shall survive termination of this Supplement.

**SECTION 11.15                    Limitation on Addition of Approved Originators, Approved Currency, Approved Obligor and a Successor Master Servicer; Mergers and Consolidations**

- (a) Notwithstanding satisfaction of the conditions set forth in **Section 2.09** of the Pooling Agreement or in any Origination Agreement, while any Series 2000-1 VFC Certificate is outstanding:
- (i) the addition of any Receivables denominated in a currency other than an Approved Currency;
  - (ii) the execution and delivery of any other Origination Agreement (other than those entered into on or before the Series 2000-1 Issuance Date);
  - (iii) the addition of an Additional Originator;
  - (iv) the addition of any Receivable governed by any law other than an Approved Contract Jurisdiction;

- (v) the appointment of a Successor Master Servicer;
- (vi) the addition of a jurisdiction as an Approved Obligor Country which is a Non-Investment Grade Country;
- (vii) any merger, consolidation, conveyance, sale or transfer with respect to the Master Servicer; or

- (viii) any Acquired Line of Business or disposition of line of business other than Permitted Designated Line of Business Disposition,

shall, in each case, require the prior written consent of the Administrative Agent acting at the direction of all Series 2000-1 Purchasers.

- (b) Notwithstanding satisfaction of the conditions set forth in **Section 6.03** of the Pooling Agreement, **Section 5.01** of the Servicing Agreement and **Section 6.11** (or any corresponding section) of the Origination Agreements, the occurrence of any such event set forth in such Sections shall require the delivery to the Trustee of the prior written consent of each Funding Agent.

#### **SECTION 11.16 Subordinated Loan.**

- (a) If the Company elects to deliver U.S. Dollars, Euro and/or Pounds Sterling (as applicable) to cure an Early Amortization Event pursuant to **Section 5.01**, such cash contribution, which may be made only out of Collections from the Series 2000-1 Concentration Accounts which are otherwise allocable under **Section 3A.03** to be paid to the Company Receipts Account, shall be evidenced as a Subordinated Loan, will constitute a Junior Claim and will be subject to the provisions of this **Section 11.16**. Irrespective of the time, order or method of payment and irrespective of anything else contained in this or any other document or agreement other than in this **Section 11.16**, so long as any VFC Certificate remains outstanding, the Company agrees that any and all Junior Claims are and shall be expressly subordinate and junior to the Senior Claims in right and time of payment. Each Junior Claimant by acceptance thereof waives any and all notice of the creation or accrual of any such Senior Claim and notice of proof of reliance upon these subordination provisions by any holder of any Senior Claim. Any such Senior Claim shall conclusively be deemed to have been created, contracted or incurred in reliance upon these subordination provisions and all dealings between the Company and any holders of any such Senior Claims (including the Company as an ECI Holder) so arising shall be deemed to have been consummated in reliance upon these subordination provisions. The provisions of this **Section 11.16** are and are intended to be solely for the purpose of defining the relative rights of the Junior Claimants, on the one hand, and the holders of any Senior Claims, on the other hand.
- (b) In the event of any Insolvency Event:
  - (i) all Senior Claims shall first be Indefeasibly Paid, or such payment shall have been provided for in a manner satisfactory to all of the holders of Senior Claims, before any payment or distribution, whether in cash, securities or other property, shall be made to any Junior Claimant on account of such Junior Claim; and
  - (ii) any payment or distribution of any kind or character, whether in cash, securities or other property that would otherwise (but for these subordination provisions) be payable or deliverable with respect to any Junior Claim shall be paid or delivered directly to the holders of Senior Claims (or to a banking institution selected by the court or other Person

making the payment or delivery or designated by any holder of any Senior Claim) for application in payment of the Senior Claims in accordance with the priorities then existing among such holders until all Senior Claims shall have been Indefeasibly Paid, or such payment shall have been provided for in a manner satisfactory to all of the holders of Senior Claims.

As used in this **Section 11.16**, the term “**Indefeasibly Paid**” means, with respect to the making of any payment on or with respect to any Senior Claim, a payment of such Senior Claim in full that is not subject to avoidance under Section 547 of the Bankruptcy Code.

- (c) **Turnover of Improper Payments.** If any payment or distribution of any character or any security, whether in cash, securities or other property shall be received by any Junior Claimant in contravention of any of the terms hereof and before all the Senior Claims shall have been Indefeasibly Paid or such payment shall have been provided for in a manner satisfactory to all of the holders of Senior Claims, such payment or distribution or security shall be received in trust for the benefit of, and shall be paid over or delivered and transferred to, the holders of the Senior Claims at the time outstanding in accordance with the priorities then existing among such holders for application to the payment of all Senior Claims remaining unpaid, to the extent necessary to pay all such Senior Claims in full. In the event of the failure of any Junior Claimant to endorse or assign any such payment, distribution or security, the Administrative Agent is hereby irrevocably authorized to endorse or assign the same.

- (d) **No Prejudice or Impairment.** The rights under these subordination provisions of the holders of any Senior Claims as against any Junior Claimant shall, to the fullest extent permitted by applicable law, remain in full force and effect without regard to, and shall not be impaired or affected by:
- (i) any act or failure to act on the part of the Company;
  - (ii) any extension or indulgence with respect to any payment or prepayment of any Senior Claim or any part thereof or with respect to any other amount payable to any holder of any Senior Claim;
  - (iii) any amendment, modification or waiver of, or addition or supplement to, or deletion from, or compromise, release, consent or other action with respect to, any of the terms of any Senior Claim, the Pooling Agreement, this Supplement or any other agreement that may be made relating to any Senior Claim;
  - (iv) any exercise or non exercise by the holder of any Senior Claim of any right, power, privilege or remedy under or with respect to such Senior Claim, the Pooling Agreement, this Supplement or any waiver of any such right, power, privilege or remedy or of any default with respect to such Senior Claim, the Pooling Agreement or this Supplement, or any receipt by the holder of any Senior Claim of any security, or any

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failure by such holders to perfect a security interest in, or any release by such holder of, any security for the payment of such Senior Claim;

- (v) any merger or consolidation of the Company or any of its Subsidiaries into or with any other Person, or any sale, lease or transfer of any or all of the assets of the Company or any of its Subsidiaries to any other Person;
- (vi) absence of any notice to, or knowledge by, any Junior Claimant of the existence or occurrence of any of the matters or events set forth in the foregoing **sub-clauses (i) through (v)**; or
- (vii) any other circumstance.

The terms and conditions of this **Section 11.16** shall not be modified or amended without the express written consent of the Funding Agent(s) representing Certificateholders of more than 50% of the Series 2000-1 Invested Amount and, if any such amendment would adversely affect the interests of an ECI Holder, without the written consent of the ECI Holder or Holders.

- (e) The obligations of the Junior Claimants under these subordination provisions shall continue to be effective, or be reinstated, as the case may be, if at any time any payment with respect to any Senior Claim, or any other payment to any holder of any Senior Claim in its capacity as such, is rescinded or must otherwise be restored or returned by the holder of such Senior Claim upon the occurrence of any Insolvency Event, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Company or any substantial part of property, or otherwise, all as though such payment had not been made.
- (f) No Junior Claimant shall have any subrogation or other rights as the holder of a Senior Claim, and each Junior Claimant hereby waives all such rights of subrogation and all rights of reimbursement or indemnity whatsoever and all rights of recourse to any security for any Senior Claim, until such time as all the Senior Claims shall be Indefeasibly Paid or such payment shall have been provided for in a manner satisfactory to all of the holders of Senior Claims and all of the obligations of the Company under the Senior Claims, the Pooling Agreement and this Supplement shall have been duly performed. From and after the time at which all Senior Claims have been Indefeasibly Paid or such payment shall have been provided for in a manner satisfactory to all of the holders of Senior Claims, the Junior Claimants shall be subrogated to all rights of any holders of Senior Claims to receive any further payments or distributions applicable to the Senior Claims until the Junior Claims shall have been paid in full or such payment shall have been provided for in a manner satisfactory to the majority in amount of the Junior Claimants, and for the purposes of such subrogation, no payment or distribution received by the holders of Senior Claims of cash, securities or other property to which the Junior Claimants would have been entitled except for these subordination provisions shall, as between the Company and its creditors other than the holders of Senior Claims, on the one hand, and the Junior Claimants, on the

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other, be deemed to be a payment or distribution by the Company to or on account of the Senior Claims.

- (g) Each Certificate or other instrumentality evidencing any Junior Claim shall contain the following legend conspicuously noted on the face thereof: **“THIS [NAME OF INSTRUMENT] IS SUBJECT TO THE SUBORDINATION PROVISIONS SET FORTH IN SECTION 11.16 OF THE SECOND AMENDED AND RESTATED SERIES 2000-1 SUPPLEMENT AMONG HUNTSMAN RECEIVABLES FINANCE LLC, HUNTSMAN (EUROPE) BVBA, AS MASTER SERVICER, THE SEVERAL FINANCIAL INSTITUTIONS PARTY THERETO AS FUNDING AGENTS, THE SERIES 2000-1 CONDUIT PURCHASERS PARTY THERETO, THE SEVERAL**



**FINANCIAL INSTITUTIONS PARTY THERETO AS SERIES 2000-1 APA BANKS, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT AND BNY FINANCIAL SERVICES PLC, AS TRUSTEE, DATED AS OF NOVEMBER 13, 2008**” and shall specifically state that a copy of these subordination provisions (to the extent not expressly stated in such instrument) is on file with the Company and is available for inspection at the Company’s offices.

**SECTION 11.17 Limited Recourse.**

- (a) Notwithstanding any other provision of this Supplement or any other Transaction Document, each of the parties hereto agrees that the respective obligations of each Series 2000-1 Conduit Purchaser under this Supplement or any other Transaction Document are solely the corporate obligations of the Series 2000-1 Conduit Purchasers and, in the case of obligations of each Series 2000-1 Conduit Purchaser other than Commercial Paper, shall be payable at such time as funds are received by or are available to such Series 2000-1 Conduit Purchaser in excess of funds necessary to pay in full all outstanding Commercial Paper issued by such Series 2000-1 Conduit Purchaser and, to the extent funds are not available to pay such obligations, the claims relating thereto shall not constitute a claim against such Series 2000-1 Conduit Purchaser but shall continue to accrue. Each party hereto agrees that the payment of any claim (as defined in Section 101 of Title 11 of the Bankruptcy Code) of any such party shall be subordinated to the payment in full of all Commercial Paper.
- (b) Notwithstanding any other provision of this Supplement or any other Transaction Document, no recourse under any obligation, covenant or agreement of any Series 2000-1 Conduit Purchaser contained in this Supplement shall be had against any incorporator, stockholder, member, officer, director, employee or agent of such Series 2000-1 Conduit Purchaser, the Administrative Agent, the Funding Agents or any of their Affiliates (solely by virtue of such capacity) by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute or otherwise; *it being expressly agreed and understood* that the Pooling Agreement is solely a corporate obligation of the Series 2000-1 Conduit Purchasers, and that no personal liability whatever shall attach to or be incurred by any incorporator, stockholder, member, officer, director, employee or agent of either Series 2000-1 Conduit Purchaser, the Administrative Agent, the Funding Agents, the

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Manager or any of their Affiliates (solely by virtue of such capacity) or any of them under or by reason of any of the obligations, covenants or agreements of such Series 2000-1 Conduit Purchaser contained in this Supplement, or implied therefrom, and that any and all personal liability for breaches by such Series 2000-1 Conduit Purchaser of any of such obligations, covenants or agreements, either at common law or at equity, or by statute, rule or regulation, of every such incorporator, stockholder, officer, director, employee or agent is hereby expressly waived as a condition of and in consideration for the execution of the Pooling Agreement; **provided** that the foregoing shall not relieve any such Person from any liability it might otherwise have as a result of fraudulent actions taken or omissions made by them.

- (c) Notwithstanding any other provision of this Supplement or any other Transaction Document (including **Section 11.14** and the other provisions of this **Section 11.17**),
  - (i) each of the parties hereto hereby agrees with Regency that it shall not, until the expiry of two years and one day after the payment of all sums outstanding and owing under the latest maturing Commercial Paper notes issued by Regency take any corporate action or other steps or legal proceedings for the winding-up, dissolution, examinership or re-organisation of or for the appointment of a receiver, administrator, administrative receiver, trustee, liquidator, examiner, sequestrator or similar officer to Regency or of any or all its revenues and assets.
  - (ii) no recourse under any obligation, covenant or agreement of Regency contained in this Supplement or any other Transaction Document shall be had against any shareholder, member, officer, director, employee or agent of Regency, by the enforcement of any assessment or by any proceeding, by virtue of any statute or otherwise; it being expressly agreed and understood that this Supplement or any other Transaction Document is a corporate obligation of Regency, and that no personal liability shall attach to or be incurred by the shareholders, members, officers, directors, employees or agents of Regency, as such, or any of them under or by reason of any of the obligations, covenants or agreements of Regency contained in this Supplement or any other Transaction Document or implied therefrom and that any and all personal liability for breaches by Regency of any of such obligations, covenants or agreements, either at law or by statute or constitution of every such shareholder, member, officer, director, employee or agent is hereby expressly waived as a condition of and in consideration for the execution of this Supplement.
  - (iii) each of the parties hereto agrees that Regency shall be liable for any claims that a party hereto or any other person may have against Regency under or in relation to this Supplement or any other Transaction Document only to the extent that Regency has Excess Funds.

For purposes hereof, “**Excess Funds**” means all funds not required, after giving effect to all amounts on deposit in Regency’s commercial paper

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accounts, to pay or provide for the payment of all Commercial Paper issued by Regency, maturing on the date of such determination or that previously matured but remain unpaid;

- (d) The provisions of this **Section 11.17** shall survive termination of this Supplement.

## ARTICLE XII

### FINAL DISTRIBUTIONS

#### SECTION 12.01 Certain Distributions.

- (a) Not later than 2:00 p.m. New York City time, on the Distribution Date following the date on which the proceeds from the disposition of the Receivables pursuant to **Section 7.02(b)** of the Pooling Agreement are deposited into the Series 2000-1 Non-Principal Concentration Subaccounts and the Series 2000-1 Principal Concentration Subaccounts, the Paying Agent shall distribute such amounts pursuant to **Article III** of this Supplement.
- (b) Notwithstanding anything to the contrary in this Supplement or the Pooling Agreement, any distribution made to the Series 2000-1 Investor Certificateholders pursuant to this Section shall be deemed to be a final distribution pursuant to **Section 9.03** of the Pooling Agreement with respect to the Series 2000-1 VFC Certificates.

## ARTICLE XIII

### ADMINISTRATIVE AGENT

#### SECTION 13.01 Administrative Agent.

Notwithstanding anything to the contrary in the Pooling Agreement, the Servicing Agreement or this Supplement, for purposes of all provisions of the Pooling Agreement and the Servicing Agreement requiring the consent of each Funding Agent of Holders evidencing more than 50% of the Aggregate Invested Amount, references to "Funding Agent" shall be construed as references to the Administrative Agent designated in this Supplement; **provided, however**, that for purposes of **Sections 10.01(a)** and **10.01(b)** of the Pooling Agreement and **Sections 6.01** and **6.03** of the Servicing Agreement, the Administrative Agent shall seek the consent of the Funding Agents representing Series 2000-1 Investors Certificateholders of more than 60% of the Series 2000-1 Invested Amount.

**IN WITNESS WHEREOF**, the Company, the Master Servicer, the Trustee, the Administrative Agent, the Funding Agents, the Series 2000-1 Conduit Purchasers and the Series 2000-1 APA Banks have caused this Supplement to be duly executed by their respective officers as of the day and year first above written.

**HUNTSMAN RECEIVABLES FINANCE LLC,**  
as Company

By: /s/ SEAN DOUGLAS  
Name: Sean Douglas  
Title: Vice President and Treasurer

**HUNTSMAN (EUROPE) BVBA,**  
as Master Servicer

By: /s/ SEAN DOUGLAS  
Name: Sean Douglas  
Title: Attorney-in-Fact

By: \_\_\_\_\_  
Name:  
Title:

**BNY FINANCIAL SERVICES PLC,**  
not in its individual capacity but solely as Trustee

By: /s/ ANDREW MCLEOD  
Name: Andrew McLeod VP  
Title: Authorised Signatory

**JPMORGAN CHASE BANK, N.A.,**  
as Administrative Agent

By: /s/ CHARLES SIMOND  
Name: Charles Simond  
Title: Executive Director

**JPMORGAN CHASE BANK, N.A.,**  
as a Funding Agent

By: /s/ CHARLES SIMOND  
Name: Charles Simond  
Title: Executive Director

**JPMORGAN CHASE BANK, N.A.,**  
as a Series 2000-1 APA Bank

By: /s/ CHARLES SIMOND  
Name: Charles Simond  
Title: Executive Director

**CHARIOT FUNDING LLC,**  
as a Series 2000-1 Conduit Purchaser and an  
Existing Series 2000-1 VFC Certificateholder

By: JPMorgan Chase Bank, N.A.,  
as its attorney-in-fact

By: /s/ CHARLES SIMOND  
Name: Charles Simond  
Title: Executive Director

**J.P. MORGAN SECURITIES LTD,**  
as Book Runner and Mandated Lead Arranger

By: /s/ CHARLES SIMOND  
Name: Charles Simond  
Title: Executive Director

**WACHOVIA CAPITAL MARKETS, LLC,**  
as a Funding Agent

By: /s/ EERO H. MAKI  
Name: Eero H. Maki  
Title: Director

**WACHOVIA CAPITAL MARKETS, LLC,**  
as a Series 2000-1 APA Bank

By: /s/ EERO H. MAKI  
Name: Eero H. Maki  
Title: Director

**VARIABLE FUNDING CAPITAL COMPANY, LLC,**  
as a Series 2000-1 Conduit Purchaser and an

Existing Series 2000-1 VFC Certificateholder

By: Wachovia Capital Markets, LLC,  
as its attorney-in-fact

By: /s/ DOUGLAS R. WILSON, SR.  
Name: Douglas R. Wilson, Sr.  
Title: Director

*[Second Amended and Restated Series 2000-1 Supplement Signature Page 3 of 6]*

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**BARCLAYS BANK PLC,**  
as Funding Agent

By: /s/ JEFFREY GOLDBERG  
Name: Jeffrey Goldberg  
Title: Associate Director

**BARCLAYS BANK PLC,**  
as a Series 2000-1 APA Bank

By: /s/ JEFFREY GOLDBERG  
Name: Jeffrey Goldberg  
Title: Associate Director

**SHEFFIELD RECEIVABLES CORPORATION,**  
as a Series 2000-1 Conduit Purchaser  
By: Barclays Bank PLC,  
as its attorney-in-fact

By: /s/ JASON D. MUNCY  
Name: Jason D. Muncy  
Title: Associate Director

*[Second Amended and Restated Series 2000-1 Supplement Signature Page 4 of 6]*

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**HSBC BANK PLC,**  
as a Funding Agent

By: /s/ NIGEL BATLEY  
Name: Nigel Batley  
Title: Managing Director

**HSBC BANK USA, NATIONAL ASSOCIATION,**  
as a Series 2000-1 APA Bank

By: /s/ DAVID A. MANDELL  
Name: David A. Mandell  
Title: Managing Director

**REGENCY ASSETS LIMITED,**  
as a Series 2000-1 Conduit Purchaser

By: /s/ MICHAEL WHELAN  
Name: Michael Whelan  
Title: Director

*[Second Amended and Restated Series 2000-1 Supplement Signature Page 5 of 6]*

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Acknowledged and Agreed as of the day and year first written above solely for purposes of **Sections 2.10, 2.14, 7.04, 8.01(c), 8.02(e), 8.02(f), 8.02(j) and 8.02(k)**:

## HUNTSMAN INTERNATIONAL LLC

By: /s/ SEAN DOUGLAS

Name: Sean Douglas

Title: Vice President and Treasurer

*[Second Amended and Restated Series 2000-1 Supplement Signature Page 6 of 6]*

## SCHEDULE I

### Series 2000-1 Commitments

#### Part A. Commitments and VFC Purchaser Groups

Funding Agent	Conduit Purchaser	Committed Purchaser	Committed Purchaser Commitment	Euro/Dollar/Sterling VFC Purchaser Groups
JPMorgan Chase Bank, N.A.	Chariot Funding LLC	JPMorgan Chase Bank, N.A.	\$ 153,000,000	Euro VFC Purchaser Group/Dollar VFC Purchaser Group/Sterling VFC Purchaser Group
Wachovia Capital Markets, LLC	Variable Funding Capital Company, LLC	Wachovia Capital Markets, LLC	\$ 153,000,000	Dollar VFC Purchaser Group
Barclays Bank Plc	Sheffield Receivables Corporation	Barclays Bank PLC	\$ 125,000,000	Euro VFC Purchaser Group/Dollar VFC Purchaser Group/Sterling VFC Purchaser Group
HSBC Bank plc	Regency Assets Limited	HSBC Bank USA, National Association	\$ 153,000,000	Euro VFC Purchaser Group/Dollar VFC Purchaser Group/Sterling VFC Purchaser Group

## SCHEDULE III

### Series 2000-1 Definitions

“**Account Currency Priority**” shall mean, with respect to any designated type of Series 2000-1 Account, that funds shall be applied, distributed or paid from such designated Series 2000-1 Account, subject always to **Sections 4A.01(c) and (d)** of the Series 2000-1 Supplement, (a) so long as the Hedging Requirement is satisfied after giving effect to such application, distribution or payment is made, as between the relevant currencies in accordance with the instructions of the Master Servicer, and (b) if the Hedging Requirement is not satisfied:

(1) funds to be applied, distributed or paid in respect of an obligation denominated in U.S. Dollars, shall be transferred from the relevant Series 2000-1 Account in the following sequence:

- (i) **first**, from such designated Series 2000-1 Account as is denominated in U.S. Dollars;
- (ii) **second**, to the extent the funds applied, distributed or paid pursuant to **clause (i)** above are not sufficient fully to pay or satisfy the relevant obligation or purpose, from such designated Series 2000-1 Account as is denominated in Pound Sterling; and
- (iii) **third**, to the extent the funds applied, distributed or paid pursuant to **clauses (i) and (ii)** above are not sufficient fully to pay or satisfy the relevant obligation or purpose, from such designated Series 2000-1 Account as is denominated in Euro; and

(2) funds to be applied, distributed or paid in respect of an obligation denominated in Euro, shall be transferred from the relevant Series 2000-1 Account in the following sequence:

- (i) **first**, from such designated Series 2000-1 Account as is denominated in Euro;

- (ii) **second**, to the extent the funds applied, distributed or paid pursuant to **clause (i)** above are not sufficient fully to pay or satisfy the relevant obligation or purpose, from such designated Series 2000-1 Account as is denominated in Pound Sterling; and
- (iii) **third**, to the extent the funds applied, distributed or paid pursuant to **clauses (i) and (ii)** above are not sufficient fully to pay or satisfy the relevant obligation or purpose, from such designated Series 2000-1 Account as is denominated in U.S. Dollars;

(3) funds to be applied, distributed or paid in respect of an obligation denominated in Pounds Sterling, shall be transferred from the relevant Series 2000-1 Account in the following sequence:

- (i) **first**, from such designated Series 2000-1 Account as is denominated in Pounds Sterling;

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- (ii) **second**, to the extent the funds applied, distributed or paid pursuant to **clause (i)** above are not sufficient fully to pay or satisfy the relevant obligation or purpose, from such designated Series 2000-1 Account as is denominated in Pound Sterling; and
- (iii) **third**, to the extent the funds applied, distributed or paid pursuant to **clauses (i) and (ii)** above are not sufficient fully to pay or satisfy the relevant obligation or purpose, from such designated Series 2000-1 Account as is denominated in U.S. Dollars;

**provided, however**, that the Administrative Agent, at the direction of the Funding Agents representing 66-<sup>2</sup>/<sub>3</sub>% or more of the Series 2000-1 Invested Amount, may elect not to implement the above Account Currency Priority and instead direct payments in any priority and currency as it deems appropriate in order to maximize payments in respect of the Series 2000-1 Euro Invested Amount, the Series 2000-1 Sterling Invested Amount and the Series 2000-1 U.S. Dollar Invested Amount; **provided** that such application by the Administrative Agent, at the direction of the Funding Agents, shall be made on an equitable basis taking into account the outstanding Series 2000-1 Invested Amount in respect of each VFC Purchaser Group.

**“Administrative Agent”** shall mean JPMorgan Chase Bank, N.A. or any other administrative agent appointed on behalf of the Funding Agents, the Series 2000-1 Conduit Purchasers and the Series 2000-1 APA Banks, and its successors and assigns in such capacity.

**“Allocated CP Rate”** means, for any Series 2000-1 CP Rate Period with respect to a Series 2000-1 Conduit Purchaser, to the extent such Series 2000-1 Conduit Purchaser funds all or a portion of its interest in the Series 2000-1 VFC Certificates by the issuance by it or on its behalf of Commercial Paper notes, the per annum rate equivalent to, as determined by the related Funding Agent, (i) the aggregate discount applicable to or interest which shall accrue on all Commercial Paper notes issued by such Series 2000-1 Conduit Purchaser to enable such Series 2000-1 Conduit Purchaser to fund and maintain the funding of the purchase of Series 2000-1 VFC Certificates under the Series 2000-1 Supplement and having a term equivalent to the tenor of such the applicable Series 2000-1 CP Tranche, as sold by any placement agent or commercial paper dealer selected by such Series 2000-1 Conduit Purchaser, **plus** (ii) any and all applicable issuing and paying agent fees and commissions of placement agents and commercial paper dealers in respect of such Commercial Paper notes for such term, **plus** (iii) incremental carrying costs incurred with respect to Commercial Paper notes maturing on dates other than those on which corresponding funds are received by such Series 2000-1 Conduit Purchaser (including any Broken Funding Costs) **plus** (iv) costs associated with funding and maintaining currency hedge agreements (and which may also be allocated in part to the funding of other assets of Series 2000-1 Conduit Purchaser); **provided, however**, that if any component of any such rate is a discount rate, in calculating the “Allocated CP Rate” for such Series 2000-1 CP Rate Period, the related Funding Agent shall for such component use the rate resulting from converting such discount rate to an interest bearing equivalent rate per annum.

**“APA Bank Aggregate Invested Amount”** shall have the meaning assigned to it in the applicable Series 2000-1 Asset Purchase Agreement.

**“APA Pro Rata Share”** shall have the meaning assigned to the term “Pro rata Share” or “Percentage” in the applicable Series 2000-1 Asset Purchase Agreement.

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**“Applicable Currency”** shall mean, with respect to any Series 2000-1 Eurocurrency Tranche which relates to Series 2000-1 VFC Certificates:

- (a) denominated in U.S. Dollars, U.S. Dollars;
- (b) denominated in Euros, Euros; and
- (c) denominated in Pounds Sterling, Pounds Sterling.

**“Applicable Liquidity Percentage”** means: (a) with respect to any and all Series 2000-1 Purchasers in the Barclays VFC Purchaser Group, 1.00; and (b) with respect to any and all Series 2000-1 Purchasers in any other VFC Purchaser Group, 1.02.

**“Barclays VFC Purchaser Group”** shall mean the VFC Purchaser Group consisting of Barclays Bank PLC, as a Funding Agent, Sheffield Receivables Corporation, as a Series 2000-1 Conduit Purchaser (or any Eligible Assignee which enters into a Series 2000-1 Commitment Transfer Supplement with Sheffield) and Barclays Bank PLC, as a Series 2000-1 APA Bank.

**“Broken Funding Costs”** means, with respect to any Series 2000-1 CP Tranche which: (i) has been paid on a date other than the date on which it was scheduled to mature or (ii) is not prepaid or redeemed (in whole or in part) on the date specified or required in connection with any prepayment or redemption in accordance with the Series 2000-1 Supplement, an amount equal to the excess (if any) of (A) the CP Costs that would have accrued during the remainder of the Series 2000-1 CP Rate Period or the tranche periods for Commercial Paper notes determined by the related Funding Agent to relate to such Series 2000-1 CP Tranche subsequent to the date of such prepayment or redemption (or in respect of **clause (ii)** above, the date such prepayment or redemption was specified or required to occur) of such Series 2000-1 CP Tranche if such prepayment or redemption had not occurred or such prepayment or redemption had not been specified or required, **over** (B) the sum of (x) to the extent all or a portion of the funds attributable to such Series 2000-1 CP Tranche are allocated to another Purchaser Interest, the amount of CP Costs actually accrued during the remainder of such period on such new Purchaser Interest, and (y) to the extent the funds attributable to such Series 2000-1 CP Tranche are not allocated to another Purchaser Interest, the income (if any) actually received during the remainder of such period by the holder of such Purchaser Interest from investing the portion of the funds attributable to such Series 2000-1 CP Tranche not so allocated.

**“Chariot”** means Chariot Funding LLC, a Delaware limited liability company.

**“Commercial Paper”** shall mean, as the context requires, the short term promissory notes issued by or on behalf of any Series 2000-1 Conduit Purchaser in the United States or European commercial paper markets.

**“Commitment Confirmation Date”** shall mean each Series 2000-1 Increase Date, each Series 2000-1 Decrease Date, and any other Business Day upon which the Master Servicer provides instructions for the initiation of a new Series 2000-1 CP Tranche, Series 2000-1 Eurocurrency Tranche or Series 2000-1 Floating Rate Tranche (including instructions relating to any roll-over of an existing tranche); **provided** that if fourteen (14) calendar days have elapsed since any of the foregoing events has occurred, then a Commitment Confirmation Date shall be deemed to have occurred on such fourteenth (14<sup>th</sup>) day.

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**“Conduit Assignee”** shall mean any special purpose vehicle issuing indebtedness in the commercial paper market that is administered by JPMorgan Chase Bank, N.A., Wachovia Capital Markets, LLC, Barclays Bank PLC or HSBC Bank plc or any other special purpose vehicle issuing indebtedness, in each case that meets the conditions set forth in **Section 11.10** of the Series 2000-1 Supplement.

**“Conduit Purchaser Insolvency Event”** shall mean, with respect to any Series 2000-1 Conduit Purchaser, an event designated as a **“Conduit Purchaser Insolvency Event”** in the applicable Series 2000-1 Asset Purchase Agreement.

**“Conduit Purchaser Interest”** shall mean, with respect to any Series 2000-1 Conduit Purchaser on any date of determination, the Series 2000-1 U.S. Dollar Invested Amount, the Series 2000-1 Euro Invested Amount and/or the Series 2000-1 Sterling Invested Amount of such Series 2000-1 Conduit Purchaser **less** any amount therein transferred to its related Series 2000-1 APA Banks pursuant to **Section 2.01** (or corresponding section) of applicable Series 2000-1 Asset Purchase Agreement.

**“Conduit Purchaser Invested Amount”** shall mean, with respect to any Series 2000-1 Conduit Purchaser, the amount designated as the **“Conduit Purchaser Invested Amount”** in the applicable Series 2000-1 Asset Purchase Agreement.

**“Conduit Purchaser Termination Event”** shall mean, with respect to any Series 2000-1 Conduit Purchaser, an event designated as a **“Conduit Purchaser Termination Event”** in the applicable Series 2000-1 Asset Purchase Agreement.

**“CP Costs”** means, for each Series 2000-1 CP Tranche, the sum of all amounts payable with respect to such Series 2000-1 CP Tranche determined by reference to the relevant Series 2000-1 CP Rate.

**“CP Tranche Maturity Date”** shall have the meaning assigned to such term in **Section 2.14** of the Series 2000-1 Supplement.

**“Dollar Only VFC Purchaser Group”** shall mean any Dollar VFC Purchaser Group which is not also a Euro VFC Purchaser Group and a Sterling VFC Purchaser Group.

**“Dollar VFC Purchaser Group”** shall mean any VFC Purchaser Group which is designated in the Series 2000-1 Supplement or a Series 2000-1 Commitment Transfer Supplement as a “Dollar VFC Purchaser Group”.

**“Eligible Assignee”** shall mean the Series 2000-1 APA Banks, and with respect to any Series 2000-1 Purchaser, any Person that (A) is a Conduit Assignee or an existing Series 2000-1 APA Bank; or (B) (i) is a financial institution formed under the laws of any OECD Country; **provided that** such Person, if not a financial institution organized under the laws of the United States, is acting through a branch or agency located in the United States and (ii) has a short term debt rating of at least “A-1” from S&P, and “P-1” from Moody’s.

**“Estimated Payoff Amount”** shall have the meaning assigned to such term in **Section 2.14** of the Series 2000-1 Supplement.

**“Eurocurrency Rate”** shall mean, with respect to any Series 2000-1 Eurocurrency Period, a rate per annum equal to:

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- (a) if the Applicable Currency is U.S. Dollars, the sum (rounded upwards, if necessary, to the next higher 1/16 of 1%) of (A) the rate obtained by dividing (i) the applicable LIBOR Rate by (ii) a percentage equal to 100% **minus** the reserve percentage used for determining the maximum reserve requirement as specified in Regulation D of the Board of Governors of the Federal Reserve System (including any marginal, emergency, supplemental, special or other reserves) that is applicable to a Series 2000-1 APA Bank or a Funding Agent during such Series 2000-1 Eurocurrency Period in respect of Eurocurrency or Eurodollar funding, lending or liabilities (or, if more than one percentage shall be so applicable, the daily average of such percentage for those days in such Series 2000-1 Eurocurrency Period during which any such percentage shall be applicable) **plus** (B) the then daily net annual assessment rate (rounded upwards, if necessary, to the nearest 1/16 of 1%) as estimated by the Funding Agent for determining the current annual assessment payable by such Series 2000-1 APA Bank or Funding Agent to the Federal Deposit Insurance Corporation in respect of Eurocurrency or Eurodollar funding, lending or liabilities;
- (b) if the Applicable Currency is Euros, the sum (rounded upwards, if necessary, to the next higher 1/16 of 1%) of the rate obtained by adding (A) the applicable LIBOR Rate **plus** (B) the applicable Mandatory Costs during such Series 2000-1 Eurocurrency Period; or
- (c) if the Applicable Currency is Pounds Sterling, the sum (rounded upwards, if necessary, to the next higher 1/16 of 1%) of the rate obtained by adding (A) the applicable LIBOR Rate **plus** (B) the applicable Mandatory Costs during such Series 2000-1 Eurocurrency Period.

**“Euro VFC Purchaser Group”** shall mean any VFC Purchaser Group which is designated in the Series 2000-1 Supplement or a Series 2000-1 Commitment Transfer Supplement as a “Euro VFC Purchaser Group”.

**“Existing Series 2000-1 Supplement”** shall have the meaning assigned to such term in the recitals to this Supplement.

**“Existing Series 2000-1 VFC Certificate”** shall mean the Series 2000-1 VFC Certificate executed and authenticated by the Trustee in accordance with the Existing Series 2000-1 Supplement.

**“Existing Series 2000-1 VFC Certificateholders”** shall mean Chariot and VFCC.

**“Extension Notice”** shall have the meaning assigned to such term in **Section 2.14** of the Series 2000-1 Supplement.

**“Fee Letter”** shall mean the Fee Letter, dated as of the Series 2000-1 Issuance Date, among the Company, the Administrative Agent, the Funding Agents and the Series 2000-1 Conduit Purchasers.

**“Funding Agent”** shall mean, (a) with respect to the JPMorgan VFC Purchaser Group, JPMorgan Chase Bank, N.A., (b) with respect to the Wachovia VFC Purchaser Group, Wachovia Capital Markets, LLC, (c) with respect to the Barclays VFC Purchaser Group, Barclays Bank PLC and (d) with respect to the HSBC VFC Purchaser Group, HSBC Bank plc. For the avoidance of doubt, with respect to the Series 2000-1, Funding Agents shall

mean only JPMorgan Chase Bank, N.A., Wachovia Capital Markets, LLC, Barclays Bank PLC and HSBC Bank plc.

**“Hedging Requirement”** shall mean, with respect to any Distribution Date, after giving effect to relevant distributions, Receivables and Collections which, taken together with any Series 2000-1 FX Hedging Agreements then in effect, denominated in one currency are sufficient to support the Aggregate Target Receivables Amount in the same currency on such Distribution Date.

**“Hexion Acquisition”** shall have the meaning assigned to such term in **Section 2.14** of the Series 2000-1 Supplement.

**“Hexion Prepayment Amount”** shall have the meaning assigned to such term in **Section 2.14** of the Series 2000-1 Supplement.

**“HSBC VFC Purchaser Group”** shall mean the VFC Purchaser Group consisting of HSBC Bank plc, as a Funding Agent, Regency, as a Series 2000-1 Conduit Purchaser (or any Eligible Assignee which enters into a Series 2000-1 Commitment Transfer Supplement with Regency) and HSBC Bank USA, National Association, as a Series 2000-1 APA Bank.

**“Huntsman International”** shall mean Huntsman International LLC, a Delaware limited liability company.

**“Indemnified Person”** shall have the meaning assigned to such term in **Section 2.14** of the Series 2000-1 Supplement.

**“Initiation Notice”** shall have the meaning assigned to such term in **Section 2.14** of the Series 2000-1 Supplement.

**“Initiation Period”** shall have the meaning assigned to such term in **Section 2.14** of the Series 2000-1 Supplement.

**“Intercreditor Agreement”** shall mean the Intercreditor Agreement, dated as of on or about the date hereof, by, among others, the Trustee, the Administrative Agent and Deutsche Bank AG, New York Branch in its capacities thereunder as “Bank Administrative Agent”, “Collateral Agent, “ and “Mortgagee”.



**“JPMorgan VFC Purchaser Group”** shall mean the VFC Purchaser Group consisting of JPMorgan Chase Bank, N.A. as a Funding Agent, Chariot, as a Series 2000-1 Conduit Purchaser (or any Eligible Assignee which enters into a Series 2000-1 Commitment Transfer Supplement with Chariot) and JPMorgan Chase Bank, N.A. as a Series 2000-1 APA Bank.

**“LIBOR Rate”** shall mean, with respect to any Series 2000-1 Eurocurrency Period, the rate at which deposits in the Applicable Currency are offered to the Funding Agent for the relevant VFC Purchaser Group in the London interbank market at approximately 11:00 a.m. London time two (2) Business Days before the first day of such Series 2000-1 Eurocurrency Period in an amount approximately equal to the Series 2000-1 Eurocurrency Tranche to which the Eurocurrency Rate is to apply and for a period of time approximately equal to the applicable Series 2000-1 Eurocurrency Period.

**“Mandatory Costs”** shall mean, if and so long as any Series 2000-1 Purchaser is required to comply with, reserve assets, liquidity, special deposit, cash margin or other requirements

under the applicable rules or regulations of any monetary or other governmental authority (including the Bank of England, the Financial Services Authority of England, the European Central Bank or the European System of Central Banks) in respect of any Series 2000-1 Eurocurrency Tranche, the amount expressed as a percentage (rounded upwards, if necessary, to the next higher 1/16 of 1%) of the cost to such Series 2000-1 Purchaser of complying with such requirements in relation to such Series 2000-1 Eurocurrency Tranche.

**“New 2008 Originator”** shall mean any Originator added as an Approved Originator pursuant to **Section 2.09** of the Pooling Agreement after the Series 2000-1 Issuance Date.

**“Permitted Designated Line of Business Disposition”** shall have the meaning assigned to such term in **Annex X** to the Pooling Agreement.

**“Pooled Commercial Paper”** shall mean, with respect to a Series 2000-1 Conduit Purchaser funding its interest in a Series 2000-1 CP Tranche through the issuance of Commercial Paper notes, Commercial Paper notes issued by (or on behalf of) such Series 2000-1 Conduit Purchaser subject to any particular pooling arrangement by or applicable to such Series 2000-1 Conduit Purchaser, but excluding Commercial Paper notes issued by (or on behalf of) such Series 2000-1 Conduit Purchaser for a tenor and in an amount specifically requested by any Person in connection with any agreement effected by (or on behalf of) such Series 2000-1 Conduit Purchaser.

**“Pooled CP Rate”** shall mean, for each day during any Series 2000-1 CP Rate Period with respect to a Series 2000-1 Conduit Purchaser, to the extent such Series 2000-1 Conduit Purchaser funds all or a portion of its interest in the Notes by the issuance by it or on its behalf of Commercial Paper notes, the per annum rate equivalent to the sum as determined by the related Funding Agent (without duplication) of: (i) discount or yield accrued on Pooled Commercial Paper on such day; **plus** (ii) any and all applicable issuing and paying agent fees and commissions of placement agents and commercial paper dealers, and issuing and paying agent fees incurred, in respect of such Pooled Commercial Paper for such day; **plus** (iii) other costs associated with funding small or odd-lot amounts with respect to all receivable purchase facilities which are funded by Pooled Commercial Paper for such day; **minus** (iv) any accrual of income net of expenses received on such day from investment of collections received under all receivable purchase facilities funded substantially with Pooled Commercial Paper; **minus** (v) any payment received on such day net of expenses in respect of Broken Funding Costs related to the prepayment of any interest of any purchase facilities or funding facilities funded by Series 2000-1 Conduit Purchaser substantially with Pooled Commercial Paper; **plus** (vi) costs associated with funding and maintaining currency hedge agreements related to the issuance of Pooled Commercial Paper; **provided, however**, that if any component of any such rate is a discount rate, in calculating the “Pooled CP Rate” for such Series 2000-1 CP Rate Period, the related Funding Agent shall for such component use the rate resulting from converting such discount rate to an interest bearing equivalent rate per annum.

**“Potential Series 2000-1 Early Amortization Event”** shall mean an event which, with the giving of notice and/or the lapse of time, would constitute a Series 2000-1 Early Amortization Event.

**“Potential Series 2000-1 Optional Termination Date”** shall have the meaning assigned to such term in **Section 2.14** of the Series 2000-1 Supplement.

**“Purchased Percentage”** shall have the meaning assigned to such term in a Series 2000-1 Commitment Transfer Supplement substantially in the form attached as **Exhibit B** to the Series 2000-1 Supplement.

**“Purchase Documents”** shall mean the Originator Daily Reports, offers or letters of offer, acceptances or notifications, quittances subrogatives or other instruments of transfer, evidence of entries in a current account, and any other similar documents or entries, in each case which are required by the terms of the respective Receivables Purchase Agreements to be delivered or to occur to give effect to the sale or other transfer of Receivables (or interests therein).

**“Purchaser Interest”** means, at any time with respect to Series 2000-1 Conduit Purchaser, the investment or other ownership interest acquired by such Series 2000-1 Conduit Purchaser and associated with the reinvestment of a designated amount of the principal of any Series 2000-1 VFC Certificate.

**“Regency”** shall mean Regency Assets Limited, a limited company incorporated under the laws of Ireland.

“**Release Agreement**” shall have the meaning assigned to such term in **Section 2.14** of the Series 2000-1 Supplement.

“**Renotification Date**” shall have the meaning assigned to such term in **Section 2.14** of the Series 2000-1 Supplement.

“**Sale Notice**” shall have the meaning assigned to such term in the applicable Series 2000-1 Asset Purchase Agreement.

“**Series 2000-1**” shall mean the Series of Investor Certificates and the Subordinated Company Interests, the Principal Terms of which are set forth in the Series 2000-1 Supplement.

“**Series 2000-1 Accounts**” shall have the meaning assigned in **Section 3A.02(a)** of the Series 2000-1 Supplement.

“**Series 2000-1 Accrued Expense Adjustment**” shall mean, for any Business Day in any Accrual Period, the amount (if any) which may be less than zero, equal to the difference between:

- (a) the entire amount of (i) the sum of all accrued and unpaid Series 2000-1 Daily U.S. Dollar Interest Expense, Series 2000-1 Daily Euro Interest Expense and Series 2000-1 Daily Sterling Interest Expense from the beginning of such Accrual Period to and including such Business Day, (ii) the Series 2000-1 Monthly Servicing Fee, (iii) the aggregate amount of all previously accrued and unpaid Series 2000-1 U.S. Dollar Monthly Interest, Series 2000-1 Euro Monthly Interest and Series 2000-1 Sterling Monthly Interest for prior Distribution Dates, (iv) the aggregate amount of all accrued and unpaid Series 2000-1 U.S. Dollar Additional Interest, Series 2000-1 Euro Additional Interest and Series 2000-1 Sterling Additional Interest and (v) all accrued Series 2000-1 Program Costs, in each case for such Accrual Period determined as of such day; and
- (b) the aggregate of the amounts transferred to the Series 2000-1 Non-Principal Concentration Subaccount on or before such day in respect of such Accrual Period

pursuant to **Section 3A.03(a)(i)** and **(ii)** of the Series 2000-1 Supplement, before giving effect to any transfer made in respect of the Series 2000-1 Accrued Expense Adjustment on such day pursuant to the proviso to such Section.

“**Series 2000-1 Accrued Expense Amount**” shall mean, for each Business Day during an Accrual Period, the sum of:

- (a) in the case of each of the first ten (10) Business Days in the Accrual Period, one tenth of the Series 2000-1 Monthly Servicing Fee, (in the case of the foregoing **clause (a)**, up to the amount thereof due and payable on the succeeding Distribution Date);
- (b) in the case of each Business Day of each Accrual Period, an amount equal to the amount of accrued and unpaid Series 2000-1 Daily U.S. Dollar Interest Expense, Series 2000-1 Daily Euro Interest Expense and Series 2000-1 Daily Sterling Interest Expense in respect of such day;
- (c) the aggregate amount of all previously accrued and unpaid Series 2000-1 U.S. Dollar Monthly Interest, Series 2000-1 Euro Monthly Interest and Series 2000-1 Sterling Monthly Interest for prior Distribution Dates;
- (d) the aggregate amount of all accrued and unpaid Series 2000-1 U.S. Dollar Additional Interest, Series 2000-1 Euro Additional Interest and Series 2000-1 Sterling Additional Interest; and
- (e) all Series 2000-1 Program Costs that have accrued since the preceding Business Day.

“**Series 2000-1 Accrued Interest Subaccounts**” shall have the meaning assigned in **Section 3A.02(a)(iv)** of the Series 2000-1 Supplement.

“**Series 2000-1 Acquiring Purchaser**” shall have the meaning assigned to such term in **Section 11.10(b)** of the Series 2000-1 Supplement.

“**Series 2000-1 Acquisition Date**” shall have the meaning assigned to such term in **Section 7.01** of the Series 2000-1 Supplement.

“**Series 2000-1 Adjusted Aggregate Commitment Amount**” shall mean, with respect to any Business Day, the aggregate amount of the Series 2000-1 Adjusted Commitments of all Series 2000-1 APA Banks on such date, as reduced from time to time or terminated in their entirety pursuant to **Section 2.08** of the Series 2000-1 Supplement.

“**Series 2000-1 Adjusted Commitment**” shall mean, as to any Series 2000-1 APA Bank and as of any date, its Series 2000-1 Commitment as of such date **divided by** the Applicable Liquidity Percentage.

“**Series 2000-1 Adjusted Commitment Percentage**” shall mean, as to any Series 2000-1 APA Bank and as of any date, the percentage equivalent of a fraction, the numerator of which is such Series 2000-1 APA Bank’s Series 2000-1 Adjusted Commitment as of such date and the denominator of which is the Series 2000-1 Adjusted Aggregate Commitment Amount as of such date.

“**Series 2000-1 Adjusted Invested Amount**” shall mean, as of any date of determination, (i) the Series 2000-1 Invested Amount on such date, **minus** (ii) the amount on deposit in the

Series 2000-1 Principal Concentration Subaccount on such date (up to a maximum of the Series 2000-1 Invested Amount).

**“Series 2000-1 Aggregate Commitment Amount”** shall mean, with respect to any Business Day, the aggregate amount of the Series 2000-1 Commitments of all Series 2000-1 APA Banks on such date, as reduced from time to time or terminated in their entirety pursuant to **Section 2.08** of the Series 2000-1 Supplement.

**“Series 2000-1 Aggregate Unpaid”** shall mean, at any time, an amount equal to the sum of:

- (a) the Series 2000-1 Invested Amount;
- (b) the aggregate amount of all previously accrued and unpaid Series 2000-1 Monthly Interest for prior Distribution Dates;
- (c) the aggregate amount of all accrued and unpaid Series 2000-1 U.S. Dollar Additional Interest, Series 2000-1 Euro Additional Interest and Series 2000-1 Sterling Additional Interest;
- (d) any Series 2000-1 Commitment Fee payable to the Funding Agent for the benefit of the Series 2000-1 Purchasers; and
- (e) all other amounts owed (whether due or accrued) under the Transaction Documents by the Company or the Master Servicer to the Series 2000-1 Conduit Purchases, the Series 2000-1 APA Banks or the Funding Agents at such time.

**“Series 2000-1 Allocable Charged Off Amount”** shall mean, with respect to any Special Allocation Settlement Report Date, the “Allocable Charged Off Amount” (if any) that has been allocated to Series 2000-1.

**“Series 2000-1 Allocable Recoveries Amount”** shall mean, with respect to any Special Allocation Settlement Report Date, the “Allocable Recoveries Amount” (if any) that has been allocated to Series 2000-1.

**“Series 2000-1 Allocated Receivables Amount”** shall mean, on any date of determination, the lower of (i) the Series 2000-1 Target Receivables Amount on such day and (ii) the product of (x) the Aggregate Receivables Amount on such day **multiplied by** (y) the percentage equivalent of a fraction the numerator of which is the Series 2000-1 Target Receivables Amount on such day and the denominator of which is the Aggregate Target Receivables Amount on such day.

**“Series 2000-1 Amortization Period”** shall mean the period commencing on the Business Day following the Series 2000-1 Revolving Period and ending on the date when the Series 2000-1 Invested Amount shall have been reduced to zero and all accrued interest and other amounts owing on the Series 2000-1 VFC Certificates and to the Funding Agents and the Series 2000-1 Purchasers under the Transaction Documents shall have been paid.

**“Series 2000-1 APA Bank”** shall mean any APA Bank party to the Series 2000-1 Supplement and a Series 2000-1 Asset Purchase Agreement, including such APA Bank’s permitted successors or assigns.

**“Series 2000-1 Applicable Margin”** shall mean, with respect to any Series 2000-1 Eurocurrency Tranche or Series 2000-1 Floating Tranche, 2.50% per annum.

**“Series 2000-1 Article VII Costs”** shall mean any amounts due pursuant to **Article VII** of the Series 2000-1 Supplement.

**“Series 2000-1 Asset Purchase Agreement”** shall mean each asset or liquidity purchase agreement or similar agreement entered into by and among a Series 2000-1 Conduit Purchaser, its related Funding Agent and the Series 2000-1 APA Banks in its VFC Purchaser Group from time to time party thereto and relating to the Trust, as the same from time to time may be amended, supplemented or otherwise modified and in effect.

**“Series 2000-1 Available Pricing Amount”** shall mean, on any Business Day, the sum of (i) the Series 2000-1 Unallocated Balance **plus** (ii) the Series 2000-1 Increase (if any) on such date.

**“Series 2000-1 Benefited Purchaser”** shall have the meaning assigned in **Section 11.12(a)** of the Series 2000-1 Supplement.

**“Series 2000-1 Carrying Cost Reserve Ratio”** shall mean, as of any Settlement Report Date and continuing until (but not including) the next Settlement Report Date, an amount (expressed as a percentage) equal to (a) the product of (i) 2.0 **times** Days Sales Outstanding as of such day and (ii) 1.30 **times** the greater of (1) the ABR in effect as of such day **plus** the Series 2000-1 Applicable Margin and (2) the Eurocurrency Rate **plus** the Series 2000-1 Applicable Margin, each as in effect as of such day **divided by** (b) 365.

**“Series 2000-1 Collections”** shall mean, with respect to any Business Day, an amount equal to the product of (i) the Series 2000-1 Invested Percentage on such Business Day and (ii) Aggregate Daily Collections.

**“Series 2000-1 Commitment”** shall mean, as to any Series 2000-1 APA Bank, its obligation, denominated in U.S. Dollars, to purchase a Series 2000-1 VFC Certificate on the Series 2000-1 Issuance Date, to acquire all or part of a Series 2000-1 VFC Certificate Interest with

respect to the Series 2000-1 Conduit Purchaser in its VFC Purchaser Group and to maintain and, subject to certain conditions, increase, its Series 2000-1 Purchaser Invested Amount **plus** any accrued and unpaid discount therefrom, in an aggregate amount, in each case, not to exceed at any one time outstanding the amount set forth opposite such Series 2000-1 APA Bank's name on **Schedule I** of the Series 2000-1 Supplement or in its Series 2000-1 Commitment Transfer Supplement as such amount may be reduced from time to time pursuant to **Section 2.08** of the Series 2000-1 Supplement; collectively, as to all Series 2000-1 APA Banks, the "**Series 2000-1 Commitments**"; **provided** that a Commitment may be drawn in Pounds Sterling or Euro to the extent such Series 2000-1 APA Bank is a member of a Sterling VFC Purchaser Group or Euro Purchaser Group..

"**Series 2000-1 Commitment Percentage**" shall mean, as to any Series 2000-1 APA Bank and as of any date, the percentage equivalent of a fraction, the numerator of which is such Series 2000-1 APA Bank's Series 2000-1 Commitment as of such date and the denominator of which is the Series 2000-1 Aggregate Commitment Amount as of such date.

"**Series 2000-1 Commitment Period**" shall mean the period commencing on the Series 2000-1 Issuance Date and terminating on the Series 2000-1 Commitment Termination Date.

"**Series 2000-1 Commitment Reduction**" shall have the meaning assigned to such term in **Section 2.08(a)** of the Series 2000-1 Supplement.

"**Series 2000-1 Commitment Termination Date**" shall mean the earliest to occur of (a) the date on which all amounts due and owing to the Series 2000-1 Conduit Purchasers and the Series 2000-1 APA Banks in respect of the Series 2000-1 VFC Certificates have been indefeasibly paid in full to the Series 2000-1 Conduit Purchasers and the Series 2000-1 APA Banks (as certified by each of the Funding Agents with respect to its VFC Purchaser Group), and the Series 2000-1 Aggregate Commitment Amount has been reduced to zero pursuant to **Section 2.08** of the Series 2000-1 Supplement and the provisions of the applicable Series 2000-1 Asset Purchase Agreement and (b) the Series 2000-1 Scheduled Commitment Termination Date; *it being understood and agreed* that the relevant Series 2000-1 Commitment Amount of a Series 2000-1 APA Bank under the applicable Series 2000-1 Asset Purchase Agreements shall be reduced to zero on the date upon which the Series 2000-1 Aggregate Commitment is reduced to zero pursuant to **Section 2.08** of the Series 2000-1 Supplement or, if later, the date upon which the relevant Series 2000-1 Conduit Purchaser has paid all Commercial Paper funding (or maintaining the funding) of such Series 2000-1 Conduit Purchaser's Series 2000-1 Invested Amount; **provided** such Series 2000-1 Conduit Purchaser shall make such payments on the earliest day as is commercially reasonable.

"**Series 2000-1 Commitment Transfer Supplement**" shall mean a commitment transfer supplement substantially in the form of **Exhibit B** attached to the Series 2000-1 Supplement.

"**Series 2000-1 Concentration Accounts**" shall have the meaning assigned to such term in **Section 3A.02(a)(i)** of the Series 2000-1 Supplement.

"**Series 2000-1 Conduit Purchaser**" shall mean each of Chariot, Sheffield, VFCC and Regency, including their respective successors and assigns, but excluding the Series 2000-1 APA Banks as assignees pursuant to **Section 2.06** of the Series 2000-1 Supplement.

"**Series 2000-1 CP Rate**" means, for any Series 2000-1 CP Rate Period with respect to a Series 2000-1 Conduit Purchaser, to the extent such Series 2000-1 Conduit Purchaser funds all or a portion of its interest in a Series 2000-1 CP Tranche by the issuance by it (or on its behalf) of Commercial Paper notes, the per annum rate equivalent to, as determined by the related Funding Agent, (a) the weighted average Pooled CP Rate for such Series 2000-1 CP Rate Period with respect to such Series 2000-1 Conduit Purchaser or (b) the weighted average Allocated CP Rate for such Series 2000-1 CP Rate Period with respect to such Series 2000-1 Conduit Purchaser, as applicable, in each case including (without duplication) costs associated with other borrowings by such Series 2000-1 Conduit Purchaser and any other costs associated with the issuance of Commercial Paper notes of or related to the issuance of Commercial Paper notes that are allocated, in whole or in part, by such Series 2000-1 Conduit Purchaser or the related Funding Agent to fund or maintain such interest (and which may also be allocated in part to the funding of other assets of such Series 2000-1 Conduit Purchaser).

"**Series 2000-1 CP Rate Period**" shall mean, with respect to any Series 2000-1 CP Tranche, an Accrual Period.

"**Series 2000-1 CP Tranche**" shall mean a portion of the Series 2000-1 Invested Amount for which the Series 2000-1 Monthly Interest is calculated by reference to a particular Series 2000-1 CP Rate and a particular Series 2000-1 CP Rate Period.

"**Series 2000-1 Currency Commitment Percentage**" shall mean, as to any Series 2000-1 APA Bank in a VFC Purchaser Currency Group and as of any date, the percentage equivalent of a fraction, the numerator of which is such Series 2000-1 APA Bank's Series 2000-1 Adjusted Commitment as of such date and the denominator of which is the aggregate of the Series 2000-1 APA Bank's Series 2000-1 Adjusted Commitment Amount of all Series 2000-1 APA Banks in such VFC Purchaser Currency Group as of such date.

"**Series 2000-1 Daily Euro Interest Deposit**" shall mean, for any Business Day, an amount equal to (i) the amount of accrued and unpaid Series 2000-1 Daily Euro Interest Expense in respect of such day **plus** (ii) the aggregate amount of all previously accrued and unpaid Series 2000-1 Daily Euro Interest Expense that has not yet been deposited in a Series 2000-1 Accrued Interest Subaccount **plus** (iii) the aggregate amount of all accrued and unpaid Series 2000-1 Euro Additional Interest.

“Series 2000-1 Daily Euro Interest Expense” for any day in any Accrual Period, shall mean the sum of:

- (a) the product of (i) the portion of the Series 2000-1 Euro Invested Amount (calculated without regard to **clauses (c)(iv) and (v)** of the definition of Series 2000-1 Purchaser Euro Invested Amount) allocable to the Series 2000-1 Floating Tranche on such day **divided by** 365 and (ii) the ABR **plus** the Series 2000-1 Applicable Margin in effect on such day **plus** the accrued and unpaid Series 2000-1 Unused Fee in respect of such day;
- (b) the product of (i) the portion of the Series 2000-1 Euro Invested Amount (calculated without regard to **clauses (c)(iv) and (v)** of the definition of Series 2000-1 Purchaser Euro Invested Amount) allocable to Series 2000-1 Eurocurrency Tranches on such day **divided by** 360 and (ii) the Eurocurrency Rate **plus** the Series 2000-1 Applicable Margin on such day in effect with respect thereto **plus** the accrued and unpaid Series 2000-1 Unused Fee in respect of such day; and
- (c) the product of (i) the Series 2000-1 Euro Invested Amount (calculated without regard to **clauses (c)(iv) and (v)** of the definition of Series 2000-1 Purchaser Euro Invested Amount) allocable to Series 2000-1 CP Tranches on such day **divided by** 360 and (ii) the Series 2000-1 CP Rate **plus** the accrued and unpaid Series 2000-1 Unused Fee in respect of such day **plus** the accrued and unpaid Series 2000-1 Utilization Fee in respect of such day;

**provided, however**, that for the purposes of calculating Series 2000-1 Euro Monthly Interest, the “Series 2000-1 Daily Euro Interest Expense” for any day following the date of determination shall be based on the allocable portions of the Series 2000-1 Euro Invested Amount, the ABR, Eurocurrency Rate, the Series 2000-1 CP Rate and the applicable Series 2000-1 Applicable Margin and the Series 2000-1 Utilization Fee Rate, as of or in effect on such date of determination; **provided, further**, that for any such day during the continuation of a Series 2000-1 Early Amortization Period, the “Series 2000-1 Daily Euro Interest Expense” for such day shall be equal to the greater of (i) the sum of the amounts calculated pursuant to **clauses (a), (b) and (c)** above and (ii) the product of (x) the Series 2000-1 Euro Invested Amount on such day **divided by** 365 and (y) (A) the ABR in effect on such day **plus** 3.50% per annum or (B) the Series 2000-1 CP Rate **plus** 3.50% per annum, as applicable.

“Series 2000-1 Daily Sterling Interest Deposit” shall mean, for any Business Day, an amount equal to (i) the amount of accrued and unpaid Series 2000-1 Daily Sterling Interest Expense in respect of such day **plus** (ii) the aggregate amount of all previously accrued and unpaid Series 2000-1 Daily Sterling Interest Expense that has not yet been deposited in a Series 2000-1 Accrued Interest Subaccount **plus** (iii) the aggregate amount of all accrued and unpaid Series 2000-1 Sterling Additional Interest.

“Series 2000-1 Daily Sterling Interest Expense” for any day in any Accrual Period, shall mean the sum of:

- (a) the product of (i) the portion of the Series 2000-1 Sterling Invested Amount (calculated without regard to **clauses (c)(iv) and (v)** of the definition of Series 2000-1 Purchaser Sterling Invested Amount) allocable to the Series 2000-1 Floating Tranche on such day **divided by** 365 and (ii) the ABR **plus** the Series 2000-1 Applicable Margin in effect on such day **plus** the accrued and unpaid Series 2000-1 Unused Fee in respect of such day;
- (b) the product of (i) the portion of the Series 2000-1 Sterling Invested Amount (calculated without regard to **clauses (c)(iv) and (v)** of the definition of Series 2000-1 Purchaser Sterling Invested Amount) allocable to Series 2000-1 Eurocurrency Tranches on such day **divided by** 365 and (ii) the Eurocurrency Rate **plus** the Series 2000-1 Applicable Margin on such day in effect with respect thereto **plus** the accrued and unpaid Series 2000-1 Unused Fee in respect of such day; and
- (c) the product of (i) the Series 2000-1 Sterling Invested Amount (calculated without regard to **clauses (c)(iv) and (v)** of the definition of Series 2000-1 Purchaser Sterling Invested Amount) allocable to Series 2000-1 CP Tranches on such day **divided by** 365 and (ii) the Series 2000-1 CP Rate **plus** the accrued and unpaid Series 2000-1 Unused Fee in respect of such day **plus** the accrued and unpaid Series 2000-1 Utilization Fee in respect of such day;

**provided, however**, that for the purposes of calculating Series 2000-1 Sterling Monthly Interest, the “Series 2000-1 Daily Sterling Interest Expense” for any day following the date of determination shall be based on the allocable portions of the Series 2000-1 Sterling Invested Amount, the ABR, Eurocurrency Rate, the Series 2000-1 CP Rate and the applicable Series 2000-1 Applicable Margin and the Series 2000-1 Utilization Fee Rate, as of or in effect on such date of determination; **provided, further**, that for any such day during the continuation of a Series 2000-1 Early Amortization Period, the “Series 2000-1 Daily Sterling Interest Expense” for such day shall be equal to the greater of (i) the sum of the amounts calculated pursuant to **clauses (a), (b) and (c)** above and (ii) the product of (x) the Series 2000-1 Sterling Invested Amount on such day **divided by** 365 and (y) (A) the ABR in effect on such day **plus** 3.50% per annum or (B) the Series 2000-1 CP Rate **plus** 3.50% per annum.

“Series 2000-1 Daily U.S. Dollar Interest Deposit” shall mean, for any Business Day, an amount equal to (i) the amount of accrued and unpaid Series 2000-1 Daily U.S. Dollar Interest Expense in respect of such day **plus** (ii) the aggregate amount of all previously accrued and unpaid Series 2000-1 Daily U.S. Dollar Interest Expense that has not yet been deposited in a Series 2000-1 Accrued Interest Subaccount **plus** (iii) the aggregate amount of all accrued and unpaid Series 2000-1 U.S. Dollar Additional Interest.

“Series 2000-1 Daily U.S. Dollar Interest Expense” for any day in any Accrual Period, shall mean the sum of:

- (a) the product of (i) the portion of the Series 2000-1 U.S. Dollar Invested Amount (calculated without regard to **clauses (c)(iv) and (v)** of the definition of Series 2000-1 Purchaser U.S. Dollar Invested Amount) allocable to the Series 2000-1 Floating Tranche on such day **divided by** 365 and (ii) the ABR **plus** the Series 2000-1 Applicable Margin in effect on such day **plus** the accrued and unpaid Series 2000-1 Unused Fee in respect of such day;
- (b) the product of (i) the portion of the Series 2000-1 U.S. Dollar Invested Amount (calculated without regard to **clauses (c)(iv) and (v)** of the definition of Series 2000-1 Purchaser U.S. Dollar Invested Amount) allocable to Series 2000-1 Eurocurrency Tranches on such day **divided by** 360 and (ii) the Eurocurrency Rate **plus** the Series 2000-1 Applicable Margin on such day in effect with respect thereto **plus** the accrued and unpaid Series 2000-1 Unused Fee in respect of such day; and
- (c) the product of (i) the Series 2000-1 U.S. Dollar Invested Amount (calculated without regard to **clauses (c)(iv) and (v)** of the definition of Series 2000-1 Purchaser U.S. Dollar Invested Amount) allocable to Series 2000-1 CP Tranches on such day **divided by** 360 and (ii) the Series 2000-1 CP Rate **plus** the accrued and unpaid Series 2000-1 Unused Fee in respect of such day **plus** the accrued and unpaid Series 2000-1 Utilization Fee in respect of such day;

**provided, however**, that for the purposes of calculating Series 2000-1 U.S. Dollar Monthly Interest, the “Series 2000-1 Daily U.S. Dollar Interest Expense” for any day following the date of determination shall be based on the allocable portions of the Series 2000-1 U.S. Dollar Invested Amount, the ABR, Eurocurrency Rate, the Series 2000-1 CP Rate and the applicable Series 2000-1 Applicable Margin and the Series 2000-1 Utilization Fee Rate, as of or in effect on such date of determination; **provided, further**, that for any such day during the continuation of a Series 2000-1 Early Amortization Period, the “Series 2000-1 Daily U.S. Dollar Interest Expense” for such day shall be equal to the greater of (i) the sum of the amounts calculated pursuant to **clauses (a), (b) and (c)** above and (ii) the product of (x) the Series 2000-1 U.S. Dollar Invested Amount on such day **divided by** 365 and (y) (A) the ABR in effect on such day **plus** 3.50% per annum or (B) the Series 2000-1 CP Rate **plus** 3.50% per annum.

“**Series 2000-1 Decrease**” shall have the meaning assigned to such term in **Section 2.07(a)** of the Series 2000-1 Supplement.

“**Series 2000-1 Defaulting APA Bank**” shall have the meaning assigned to such term in **Section 2.06(c)** of the Series 2000-1 Supplement or to the term “Defaulting APA Bank” or “Defaulting Investor” in the applicable Series 2000-1 Asset Purchase Agreement.

“**Series 2000-1 Dilution Reserve Ratio**” shall mean, as of any Settlement Report Date, and continuing until (but not including) the next Settlement Report Date, an amount (expressed as a percentage) that is calculated for the Series 2000-1 U.S. Dollar VFC Certificate and the Series 2000-1 Euro VFC Certificate, as the case may be, as follows:

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$$DRR = [(c * d) + [(e - d) * (e / d)]] * f$$

where:

DRR = Series 2000-1 Dilution Reserve Ratio;

c = with respect to each of the Series 2000-1 U.S. Dollar VFC Certificate, the Series 2000-1 Euro VFC Certificate and the Series 2000-1 Sterling VFC Certificate, 2.50;

d = the twelve month rolling average of the Dilution Ratio that occurred during the period of twelve consecutive Settlement Periods ending immediately prior to such earlier Settlement Report Date;

e = the highest Dilution Ratio that occurred during the period of twelve consecutive Settlement Periods ending prior to such earlier Settlement Report Date; and

f = the Dilution Period.

“**Series 2000-1 Early Amortization Date Balance**” shall have the meaning assigned to the term “Termination Date Balance” in the applicable Series 2000-1 Asset Purchase Agreement.

“**Series 2000-1 Early Amortization Event**” shall have the meanings assigned to such term in **Section 5.01** of the Series 2000-1 Supplement.

“**Series 2000-1 Early Amortization Period**” shall have the meanings assigned to such term in **Section 5.01** of the Series 2000-1 Supplement.

“**Series 2000-1 Euro Accrued Interest Subaccount**” shall have the meaning assigned to such term in **Section 3A.02(a)(iv)** of the Series 2000-1 Supplement.

“**Series 2000-1 Euro Additional Interest**” shall have the meaning assigned to such term in **Section 3A.04(b)(ii)** of the Series 2000-1 Supplement.

“**Series 2000-1 Euro Certificate Rate**” shall mean, on any date of determination, the average (weighted based on the respective outstanding amounts of each Series 2000-1 Floating Tranche, each Series 2000-1 CP Tranche and each Series 2000-1 Eurocurrency Tranche) of the ABR, the Series 2000-1 CP Rate and Eurocurrency Rate in effect on such day **plus**, in the case of the ABR and the

Eurocurrency Rate, the applicable Series 2000-1 Applicable Margin and in the case of the Series 2000-1 CP Rate, the Series 2000-1 Utilization Fee Rate in respect of the Series 2000-1 Euro VFC Certificate.

“**Series 2000-1 Euro Concentration Account**” shall have the meaning assigned to such term in **Section 3A.02(a)(i)** of the Series 2000-1 Supplement.

“**Series 2000-1 Euro Interest Shortfall**” shall have the meaning assigned to such term in **Section 3.04(b)(ii)** of this Supplement.

“**Series 2000-1 Euro Invested Amount**” shall mean, on any date of determination, the aggregate sum of the Series 2000-1 Purchaser Euro Invested Amount for each Series 2000-1 Purchaser on such date.

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“**Series 2000-1 Euro Monthly Interest**” shall mean, with respect to any Accrual Period, the sum of the Series 2000-1 Daily Euro Interest Expense for each day in such Accrual Period.

“**Series 2000-1 Euro Monthly Interest Distribution**” shall have the meaning assigned to such term in **Section 3A.04(a)(i)(2)** of the Series 2000-1 Supplement.

“**Series 2000-1 Euro Monthly Interest Payment**” shall have the meaning assigned to such term in **Section 3A.06(a)(x)** of the Series 2000-1 Supplement.

“**Series 2000-1 Euro Monthly Principal Payment**” shall have the meaning assigned to such term in **Section 3A.05(a)** of the Series 2000-1 Supplement.

“**Series 2000-1 Euro Non-Principal Concentration Subaccount**” shall mean the account established by the Trustee pursuant to **Section 3A.02(a)(iii)** of the Supplement.

“**Series 2000-1 Euro Principal Concentration Subaccount**” shall have the meaning assigned to such term in **Section 3A.02(a)(ii)** of the Series 2000-1 Supplement.

“**Series 2000-1 Euro VFC Certificate**” shall mean the Series 2000-1 Euro VFC Certificate executed and authenticated by the Trustee, substantially in the form of **Exhibit A-2** attached to the Series 2000-1 Supplement.

“**Series 2000-1 Euro VFC Certificateholder**” shall mean the registered holder of a Series 2000-1 Euro VFC Certificate.

“**Series 2000-1 Eurocurrency Period**” shall mean, with respect to the applicable VFC Purchaser Group and any Series 2000-1 Eurocurrency Tranche:

- (a) initially, following a Conduit Purchaser Termination Event with respect to the related Series 2000-1 Conduit Purchaser or any other Series 2000-1 Purchase with respect to the related Series 2000-1 Conduit Purchaser, the period commencing on such Conduit Purchaser Termination Event with respect to the related Series 2000-1 Conduit Purchaser or any other Series 2000-1 Purchase with respect to the related Series 2000-1 Conduit Purchaser and ending one month thereafter; and
- (b) thereafter, each period commencing on the last day of the immediately preceding Series 2000-1 Eurocurrency Period applicable to such Series 2000-1 Eurocurrency Tranche and ending one month thereafter;

**provided** that, all of the foregoing provisions relating to Series 2000-1 Eurocurrency Periods are subject to the following:

- (1) if any Series 2000-1 Eurocurrency Period would otherwise end on a day that is not a Business Day, such Series 2000-1 Eurocurrency Period shall be extended to the next succeeding Business Day unless the result of such extension would be to carry such Series 2000-1 Eurocurrency Period into another calendar month in which event such Series 2000-1 Eurocurrency Period shall end on the immediately preceding Business Day;
- (2) any Series 2000-1 Eurocurrency Period that would otherwise extend beyond the Series 2000-1 Revolving Period shall end on the last day of the Series 2000-1 Revolving Period; and

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- (3) any Series 2000-1 Eurocurrency Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Series 2000-1 Eurocurrency Period) shall end on the last Business Day of a calendar month.

“**Series 2000-1 Eurocurrency Tranche**” shall mean, with respect to an applicable VFC Purchaser Group, a portion of the Series 2000-1 Invested Amount with respect to an applicable VFC Purchaser Group and an Applicable Currency, for which the Series 2000-1 Monthly Interest is calculated by reference to the Eurocurrency Rate determined by reference to a particular Series 2000-1 Eurocurrency Period.

“**Series 2000-1 Excluded Taxes**” shall have the meaning assigned to such term in **Section 7.03(a)** of the Series 2000-1 Supplement.

“**Series 2000-1 Finance Parties**” shall have the meaning assigned to such term in **Section 2.14** of the Series 2000-1 Supplement.

“**Series 2000-1 Floating Tranche**” shall mean, with respect to an applicable VFC Purchaser Group, on or after a Conduit Purchaser Termination Event with respect to the related Series 2000-1 Conduit Purchaser or any other Series 2000-1 Purchase with respect to the related Series 2000-1 Conduit Purchaser, that portion of the Series 2000-1 Invested Amount with respect to such VFC Purchaser Group not allocated to a Series 2000-1 Eurocurrency Tranche for which the Series 2000-1 Monthly Interest is calculated by reference to the ABR.

“**Series 2000-1 FX Forward Transaction**” shall mean a transaction pursuant to a Series 2000-1 FX Hedging Agreement between the Trustee and a FX Counterparty whereby the Trustee agrees to sell at a certain date, a certain amount of any U.S. Dollars, Pounds Sterling or Euros at the Forward Rate and the FX Counterparty agrees to deliver U.S. Dollars, Euros or Pounds Sterling on such date, and whereby the maturity date of each Series 2000-1 FX Forward Transaction will be determined in accordance with the definition of FX Forward Transaction or **Section 8.02(h)(iv)** of the Series 2000-1 Supplement; **provided further** that if, the Series 2000-1 Invested Amount has not been reduced to zero at the Series 2000-1 Scheduled Maturity Date, the Trustee will enter into the last set of Series 2000-1 FX Forward Transactions which will mature on the Business Day immediately preceding the Series 2000-1 Final Maturity Date. For purposes of the FX Hedging Policy maturity dates with respect to FX Forward Transactions will be determined on the basis of this definition.

“**Series 2000-1 FX Hedging Agreement**” shall mean a currency hedge agreement (including any Series 2000-1 FX Forward Transactions thereunder) pursuant to a 1992 International Swaps and Derivatives Association Master Agreement between the Trustee and a FX Counterparty.

“**Series 2000-1 Increase**” shall have the meaning assigned to such term in **Section 2.05(a)** of the Series 2000-1 Supplement.

“**Series 2000-1 Increase Amount**” shall have the meaning assigned to such term in **Section 2.05(a)** of the Series 2000-1 Supplement.

“**Series 2000-1 Increase Date**” shall have the meaning assigned to such term in **Section 2.05(a)** of the Series 2000-1 Supplement.

“**Series 2000-1 Indemnified Amounts**” shall have the meaning assigned to such term in **Section 2.10(a)** of the Series 2000-1 Supplement.

“**Series 2000-1 Indemnified Parties**” shall have the meaning assigned to such term in **Section 2.10(a)** of the Series 2000-1 Supplement.

“**Series 2000-1 Initial Euro Invested Amount**” shall mean €197,000,000.

“**Series 2000-1 Initial Invested Amount**” shall mean the sum of the Series 2000-1 Initial U.S. Dollar Invested Amount, the Series 2000-1 Initial Euro Invested Amount and the Series 2000-1 Initial Sterling Invested Amount.

“**Series 2000-1 Initial Sterling Invested Amount**” shall mean £0.

“**Series 2000-1 Initial U.S. Dollar Invested Amount**” shall mean \$212,000,000.

“**Series 2000-1 Initial Subordinated Interest Amount**” shall mean the Series 2000-1 Subordinated Interest Amount on the Series 2000-1 Issuance Date.

“**Series 2000-1 Invested Amount**” shall mean, on any date of determination, together the Series 2000-1 U.S. Dollar Invested Amount, the Series 2000-1 Euro Invested Amount and the Series 2000-1 Sterling Invested Amount.

“**Series 2000-1 Invested Percentage**” shall mean, with respect to any Business Day:

- (a) during the Series 2000-1 Revolving Period, the percentage equivalent of a fraction, the numerator of which is the Series 2000-1 Allocated Receivables Amount as of the end of the immediately preceding Business Day and the denominator of which is the greater of (A) the Aggregate Receivables Amount as of the end of the immediately preceding Business Day and (B) the sum of the numerators used to calculate the Invested Percentage for all Outstanding Series on the Business Day for which such percentage is determined; and
- (b) during the Series 2000-1 Amortization Period, the percentage equivalent of a fraction, the numerator of which is the Series 2000-1 Allocated Receivables Amount as of the end of the last Business Day of the Series 2000-1 Revolving Period (**provided** that if during the Series 2000-1 Amortization Period, the amortization periods of all other Outstanding Series which were outstanding prior to the commencement of the Series 2000-1 Amortization Period commence, then, from and after the date the last of such series commences its Amortization Period, the numerator shall be the Series 2000-1 Allocated Receivables Amount as of the end of the Business Day preceding such date) and the denominator of which is the greater of (A) the Aggregate Receivables Amount as of the end of the immediately preceding Business Day and (B) the sum of the numerators used to calculate the Invested Percentage for all Outstanding Series on the Business Day for which such percentage is determined.

“**Series 2000-1 Issuance Date**” shall mean November 18, 2008.

“**Series 2000-1 Loss Amount**”, with respect to any VFC Purchaser Group, shall have the meaning assigned to the term “**Loss Amount**” in



“**Series 2000-1 Loss Reserve Ratio**” shall mean, on any Settlement Report Date, and continuing until (but not including) the next Settlement Report Date, an amount (expressed as a percentage) that is calculated for the Series 2000-1 U.S. Dollar VFC Certificate, the Series 2000-1 Euro VFC Certificate and the Series 2000-1 Sterling VFC Certificate, as the case may be, as follows:

$$\text{LRR} = [(a * b)/c] * d * e$$

where:

LRR = Series 2000-1 Loss Reserve Ratio;

- a = the aggregate Principal Amount of Receivables contributed by Huntsman International to the Company (and in which a Participation and a security interest has been granted by the Company to the Trust) during the three Settlement Periods immediately preceding such earlier Settlement Report Date;
- b = the highest three month rolling average of the Aged Receivables Ratio that occurred during the period of twelve consecutive Settlement Periods ending prior to such earlier Settlement Report Date;
- c = the Aggregate Receivables Amount as of the last day of the Settlement Period immediately preceding such earlier Settlement Report Date;
- d = with respect to each of the Series 2000-1 U.S. Dollar VFC Certificate, the Series 2000-1 Euro VFC Certificate and the Series 2000-1 Sterling VFC Certificate, 2.50; and
- e = Payment Terms Factor.

“**Series 2000-1 Majority Purchasers**” shall mean (i) on any day prior to the occurrence of a Conduit Purchaser Termination Event, the Series 2000-1 Conduit Purchasers and the Series 2000-1 APA Banks having, in the aggregate, more than 50.0% of the Series 2000-1 Aggregate Commitment Amount and (ii) on or after the occurrence of a Conduit Purchaser Termination Event, the Series 2000-1 APA Banks having, in the aggregate, more than 50.0% of the Series 2000-1 Aggregate Commitment Amount.

“**Series 2000-1 Maximum Invested Amount**” shall mean, on any day, the lesser of (a) the Series 2000-1 Adjusted Aggregate Commitment Amount as of such day and (b) (x) the product of the Series 2000-1 Invested Percentage at such time **multiplied by** the Aggregate Receivables Amount as of such day **minus** (y) the Series 2000-1 Required Subordinated Amount as of such day.

“**Series 2000-1 Monthly Interest**” shall mean, together, the Series 2000-1 U.S. Dollar Monthly Interest, the Series 2000-1 Euro Monthly Interest and the Series 2000-1 Sterling Monthly Interest.

“**Series 2000-1 Monthly Servicing Fee**” shall have the meaning assigned to such term in **Section 6.01** of the Series 2000-1 Supplement.

“**Series 2000-1 Non-Defaulting APA Bank**” shall have the meaning assigned to such term in **Section 2.06(c)** of the Series 2000-1 Supplement or to the term “Non-Defaulting APA Bank” or “Non-Defaulting Investor” in the applicable Series 2000-1 Asset Purchase Agreement.

“**Series 2000-1 Non-Excluded Taxes**” shall have the meaning assigned to such term in **Section 7.03(a)** of the Series 2000-1 Supplement.

“**Series 2000-1 Non-Principal Concentration Subaccounts**” shall mean each of the accounts designated as such and established by the Trustee pursuant to **Section 3A.02(a)(ii)** of the Series 2000-1 Supplement.

“**Series 2000-1 Optional Termination Date**” shall have the meaning assigned to such term in **Section 2.14** of the Series 2000-1 Supplement.

“**Series 2000-1 Optional Termination Final Distribution Date**” shall have the meaning assigned to such term in **Section 2.14** of the Series 2000-1 Supplement.

“**Series 2000-1 Optional Termination Notice**” shall have the meaning assigned to such term in **Section 2.14** of the Series 2000-1 Supplement.

“**Series 2000-1 Other Taxes**” shall have the meaning assigned to such term in **Section 7.03(a)** of the Series 2000-1 Supplement.

“**Series 2000-1 Participants**” shall have the meaning assigned in **Section 11.10(f)** of the Series 2000-1 Supplement.

“**Series 2000-1 Pay-Off Amounts**” shall have the meaning assigned to such term in **Section 2.14** of the Series 2000-1 Supplement.

“**Series 2000-1 Percentage Factor**” shall mean the fraction, expressed as a percentage, computed on any date of determination as follows: (i) the Series 2000-1 Target Receivables Amount on such date, **divided by** (ii) the Series 2000-1 Allocated Receivables Amount **plus** any funds on deposit in the subaccount for the General Reserve Account relating to Series 2000-1. The Series 2000-1 Percentage Factor shall be calculated by the Master Servicer on the Series 2000-1 Issuance Date. Thereafter, until the Series 2000-1 Termination Date, the Master Servicer shall recompute the Series 2000-1 Percentage Factor as of the close of business on each Business Day and report such recomputations to the Administrative Agent and the Funding Agents in the Daily Report, Monthly Settlement Report and as otherwise requested by the Administrative Agent or either Funding Agent. The Series 2000-1 Percentage Factor shall remain constant from the time as of which any such computation or recomputation is made until the time as of which the next such recomputation shall be made, notwithstanding any additional Receivables arising or any Series 2000-1 Increase or Series 2000-1 Decrease during any period between computations of the Series 2000-1 Percentage Factor. The Series 2000-1 Percentage Factor shall remain constant at 100% at all times on and after the date upon which the Series 2000-1 Amortization Period commences until such time as the respective Funding Agents, on behalf of the Series 2000-1 Conduit Purchasers and the Series 2000-1 APA Banks in its VFC Purchaser Group, shall have received the Series 2000-1 Aggregate Unpaid in cash.

“**Series 2000-1 Pound Sterling Accrued Interest Subaccount**” shall have the meaning assigned to such term in **Section 3A.02(a)(iv)** of the Series 2000-1 Supplement.

“**Series 2000-1 Pound Sterling Concentration Account**” shall mean the account established by the Trustee pursuant to **Section 3A.02(a)** (i) of the Supplement.

“**Series 2000-1 Pound Sterling Non-Principal Concentration Subaccount**” shall mean the account established by the Trustee pursuant to **Section 3A.02(a)(iii)** of the Supplement.

“**Series 2000-1 Pound Sterling Principal Concentration Subaccount**” shall mean the account established by the Trustee pursuant to **Section 3A.02(a)(ii)** of the Supplement.

“**Series 2000-1 Principal Concentration Subaccounts**” shall mean each of the accounts designated as such and established by the Trustee pursuant to **Section 3A.02(a)(ii)** of the Series 2000-1 Supplement.

“**Series 2000-1 Program Costs**” shall mean, for any Business Day, the sum of:

- (a) all expenses, indemnities and other amounts due and payable to the Series 2000-1 Purchasers and the Funding Agent under the Pooling Agreement or the Series 2000-1 Supplement (including any Series 2000-1 Article VII Costs);
- (b) the product of (i) all unpaid fees and expenses due and payable to counsel to, and independent auditors of, the Company (other than fees and expenses payable on or in connection with the closing of the issuance of the Series 2000-1 VFC Certificate) and (ii) a fraction, the numerator of which is the Series 2000-1 Aggregate Commitment Amount on such Business Day, and the denominator of which is the sum of (x) the Invested Amount on such Business Day for all Series then Outstanding (excluding Series 2000-1), and (y) the Series 2000-1 Aggregate Commitment Amount on such Business Day; and
- (c) all unpaid fees and expenses due and payable to the Series 2000-1 Rating Agencies by the Company and any Series 2000-1 Purchaser.

“**Series 2000-1 Purchase**” shall mean any assignment by any Series 2000-1 Conduit Purchaser to the Series 2000-1 APA Banks in its VFC Purchaser Group of all or a portion of such Series 2000-1 Conduit Purchaser’s right, title and interest in and to its Series 2000-1 Purchaser Invested Amount pursuant to the applicable Series 2000-1 Asset Purchase Agreement and **Section 2.06** of the Series 2000-1 Supplement.

“**Series 2000-1 Purchase Amount**” shall have the meaning assigned to such term in the applicable Series 2000-1 Asset Purchase Agreement.

“**Series 2000-1 Purchase Date**” shall have the meaning assigned to such term in the applicable Series 2000-1 Asset Purchase Agreement.

“**Series 2000-1 Purchase Percentage**” shall have the meaning assigned to such term in the applicable Series 2000-1 Asset Purchase Agreement.

“**Series 2000-1 Purchase Price**” shall have the meaning assigned to such term in the applicable Series 2000-1 Asset Purchase Agreement.

“**Series 2000-1 Purchaser**” shall mean, prior to a Conduit Purchaser Termination Event with respect to a Series 2000-1 Conduit Purchaser, such Series 2000-1 Conduit Purchaser and each Series 2000-1 Acquiring Purchaser, and on and after a Conduit Purchaser Termination Event

with respect to a Series 2000-1 Conduit Purchaser or a Series 2000-1 Purchase with respect to a Series 2000-1 Conduit Purchaser, the

Series 2000-1 APA Banks in its VFC Purchaser Group and each Series 2000-1 Acquiring Purchaser with respect to such VFC Purchaser Group.

“**Series 2000-1 Purchaser Euro Invested Amount**” shall mean:

- (a) with respect to a Series 2000-1 Conduit Purchaser on the Series 2000-1 Issuance Date, an amount equal to the relevant VFC Purchaser Group’s VFC Currency Pro Rata Share of the Series 2000-1 Initial Euro Invested Amount;
- (b) if a Series 2000-1 Conduit Purchaser does not fund any or all of the Series 2000-1 Initial Euro Invested Amount on such Series 2000-1 Issuance Date (x) with respect to such Series 2000-1 Conduit Purchaser, the Series 2000-1 Initial Euro Invested Amount so funded by such Series 2000-1 Conduit Purchaser and (y) with respect to the related Series 2000-1 APA Banks an amount equal to such Series 2000-1 APA Bank’s Series 2000-1 Currency Commitment Percentage of the Series 2000-1 Initial Euro Invested Amount so funded by such Series 2000-1 APA Bank;
- (c) with respect to any date of determination after the Series 2000-1 Issuance Date, an amount equal to:
  - (i) the Series 2000-1 Initial Euro Invested Amount allocable to the Series 2000-1 VFC Certificate Interest of such Series 2000-1 Purchaser on the immediately preceding Business Day, (or, with respect to the day as of which such Series 2000-1 Purchaser becomes a Series 2000-1 Purchaser, whether pursuant to **Section 2.06** of the Series 2000-1 Supplement, by executing a counterpart of the Series 2000-1 Supplement, a Series 2000-1 Commitment Transfer Supplement or otherwise, the portion of the transferor’s Series 2000-1 Purchaser Euro Invested Amount being purchased), **plus**
  - (ii) the amount of its VFC Currency Pro Rata Share of any Series 2000-1 Increase Amount allocated to such Series 2000-1 Purchaser’s Series 2000-1 Euro VFC Certificate pursuant to **Section 2.05** of the Series 2000-1 Supplement made on such day, **minus**
  - (iii) the amount of any distributions received and applied to such Series 2000-1 Purchaser’s Series 2000-1 Euro VFC Certificate pursuant to **Section 2.07** or **Section 3A.06(c)(ii)** of the Series 2000-1 Supplement on such day, **minus**
  - (iv) the aggregate Series 2000-1 Allocable Charged-Off Amount allocated to such Series 2000-1 Purchaser’s Series 2000-1 Euro VFC Certificate on or prior to such date pursuant to **Section 3A.05(b)(ii)** of the Series 2000-1 Supplement, **plus**
  - (v) the aggregate Series 2000-1 Allocable Recoveries Amount allocated to such Series 2000-1 Purchaser’s Series 2000-1 Euro VFC Certificate on or prior to such date pursuant to **Section 3A.05(c)(i)** of the Series 2000-1 Supplement.

- (d) For purposes of determining the Dollar equivalent of the Series 2000-1 Purchaser Euro Invested Amount, the Series 2000-1 Purchaser Euro Invested Amount shall be converted to U.S. Dollars at the Spot Rate.

“**Series 2000-1 Purchaser Invested Amount**” shall mean, the Series 2000-1 Purchaser U.S. Dollar Invested Amount, the Series 2000-1 Purchaser Euro Invested Amount and the Series 2000-1 Purchaser Sterling Invested Amount.

“**Series 2000-1 Purchaser Sterling Invested Amount**” shall mean:

- (a) with respect to a Series 2000-1 Conduit Purchaser on the Series 2000-1 Issuance Date, an amount equal to the relevant VFC Purchaser Group’s VFC Currency Pro Rata Share of the Series 2000-1 Initial Sterling Invested Amount;
- (b) if a Series 2000-1 Conduit Purchaser does not fund any or all of the Series 2000-1 Initial Sterling Invested Amount on such Series 2000-1 Issuance Date (x) with respect to such Series 2000-1 Conduit Purchaser, the Series 2000-1 Initial Sterling Invested Amount so funded by such Series 2000-1 Conduit Purchaser and (y) with respect to the related Series 2000-1 APA Banks an amount equal to such Series 2000-1 APA Bank’s Series 2000-1 Currency Commitment Percentage of the Series 2000-1 Initial Sterling Invested Amount so funded by such Series 2000-1 APA Bank;
- (c) with respect to any date of determination after the Series 2000-1 Issuance Date, an amount equal to:
  - (i) the Series 2000-1 Initial Sterling Invested Amount allocable to the Series 2000-1 VFC Certificate Interest of such Series 2000-1 Purchaser on the immediately preceding Business Day, (or, with respect to the day as of which such Series 2000-1 Purchaser becomes a Series 2000-1 Purchaser, whether pursuant to **Section 2.06** of the Series 2000-1 Supplement, by executing a counterpart of the Series 2000-1 Supplement, a Series 2000-1 Commitment Transfer Supplement or otherwise, the portion of the transferor’s Series 2000-1 Purchaser Sterling Invested Amount being purchased), **plus**
  - (ii) the amount of its VFC Currency Pro Rata Share of any Series 2000-1 Increase Amount allocated to such Series 2000-1 Purchaser’s Series 2000-1 Sterling VFC Certificate pursuant to **Section 2.05** of the Series 2000-1 Supplement made on such day, **minus**
  - (iii) the amount of any distributions received and applied to such Series 2000-1 Purchaser’s Series 2000-1 Sterling VFC Certificate pursuant to **Section 2.07** or **Section 3A.06(c)(ii)** of the Series 2000-1 Supplement on such day, **minus**

- (iv) the aggregate Series 2000-1 Allocable Charged-Off Amount allocated to such Series 2000-1 Purchaser's Series 2000-1 Sterling VFC Certificate on or prior to such date pursuant to **Section 3A.05(b)(ii)** of the Series 2000-1 Supplement, **plus**
- (v) the aggregate Series 2000-1 Allocable Recoveries Amount allocated to such Series 2000-1 Purchaser's the Series 2000-1 Sterling VFC Certificate on or

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prior to such date pursuant to **Section 3A.05(c)(i)** of the Series 2000-1 Supplement.

- (d) For purposes of determining the Dollar equivalent of the Series 2000-1 Purchaser Sterling Invested Amount, the Series 2000-1 Purchaser Sterling Invested Amount shall be converted to U.S. Dollars at the Spot Rate.

**"Series 2000-1 Purchaser U.S. Dollar Invested Amount"** shall mean:

- (a) with respect to a Series 2000-1 Conduit Purchaser on the Series 2000-1 Issuance Date, an amount equal to the relevant VFC Purchaser Group's VFC Currency Pro Rata Share of the Series 2000-1 Initial U.S. Dollar Invested Amount;
- (b) if a Series 2000-1 Conduit Purchaser does not fund any or all of the Series 2000-1 Initial U.S. Dollar Invested Amount on such Series 2000-1 Issuance Date (x) with respect to such Series 2000-1 Conduit Purchaser, the Series 2000-1 Initial U.S. Dollar Invested Amount so funded by such Series 2000-1 Conduit Purchaser and (y) with respect to the related Series 2000-1 APA Banks an amount equal to such Series 2000-1 APA Bank's Series 2000-1 Currency Commitment Percentage of the Series 2000-1 Initial U.S. Dollar Invested Amount so funded by such Series 2000-1 APA Bank;
- (c) with respect to any date of determination after the Series 2000-1 Issuance Date, an amount equal to:
  - (i) the Series 2000-1 Initial U.S. Dollar Invested Amount allocable to the Series 2000-1 VFC Certificate Interest of such Series 2000-1 Purchaser on the immediately preceding Business Day, (or, with respect to the day as of which such Series 2000-1 Purchaser becomes a Series 2000-1 Purchaser, whether pursuant to **Section 2.06** of the Series 2000-1 Supplement, by executing a counterpart of the Series 2000-1 Supplement, a Series 2000-1 Commitment Transfer Supplement or otherwise, the portion of the transferor's Series 2000-1 Purchaser U.S. Dollar Invested Amount being purchased), **plus**
  - (ii) the amount of its VFC Currency Pro Rata Share of any Series 2000-1 Increase allocated to such Series 2000-1 Purchaser's Series 2000-1 U.S. Dollar VFC Certificate Amount pursuant to **Section 2.05** of the Series 2000-1 Supplement made on such day, **minus**
  - (iii) the amount of any distributions received and applied to such Series 2000-1 Purchaser's Series 2000-1 U.S. Dollar VFC Certificate pursuant to **Section 2.07** or **Section 3A.06(c)(ii)** of the Series 2000-1 Supplement on such day, **minus**
  - (iv) the aggregate Series 2000-1 Allocable Charged-Off Amount allocated to such Series 2000-1 Purchaser's Series 2000-1 U.S. Dollar VFC Certificate on or prior to such date pursuant to **Section 3A.05(b)(ii)** of the Series 2000-1 Supplement, **plus**
  - (v) the aggregate Series 2000-1 Allocable Recoveries Amount allocated to such Series 2000-1 Purchaser's Series 2000-1 U.S. Dollar VFC Certificate on or

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prior to such date pursuant to **Section 3A.05(c)(i)** of the Series 2000-1 Supplement.

**"Series 2000-1 Purchase Price Deficit"** shall have the meaning assigned to such term in **Section 2.06(c)** of the Series 2000-1 Supplement.

**"Series 2000-1 Rating Agencies"** shall mean the collective reference to S&P and Moody's.

**"Series 2000-1 Ratio"** shall mean the sum of (i) the greater of (a) the Series 2000-1 Dilution Reserve Ratio and (b) 5.0% and (ii) the greater of (a) the Series 2000-1 Loss Reserve Ratio and (b) 12.5%.

**"Series 2000-1 Reduction Percentage"** shall mean, with respect to any Series 2000-1 Purchase for which there is a Series 2000-1 Loss Amount, the percentage equivalent of a fraction, the numerator of which is the applicable Series 2000-1 Loss Amount for such Series 2000-1 Purchase and the denominator of which is the sum of (i) the Series 2000-1 Early Amortization Date Balance and (ii) such Series 2000-1 Loss Amount.

**"Series 2000-1 Register"** shall have the meaning assigned to such term in **Section 11.10(d)** of the Series 2000-1 Supplement.

“**Series 2000-1 Required APA Banks**” shall mean, on any day with respect to any VFC Purchaser Group, the Series 2000-1 APA Banks having, in the aggregate, more than 51% of the Series 2000-1 Commitment Amounts in such VFC Purchaser Group.

“**Series 2000-1 Required Subordinated Amount**” shall mean:

- (a) on any date of determination during the Series 2000-1 Revolving Period, an amount equal to the sum of:
  - (i) an amount equal to the product of (A) the Series 2000-1 Invested Amount on such day (after giving effect to any increase or decrease thereof on such day) and (B) a fraction the numerator of which is the Series 2000-1 Ratio and the denominator of which is one **minus** the Series 2000-1 Ratio;
  - (ii) the product of (A) the Series 2000-1 Invested Amount (after giving effect to any increase or decrease thereof on such day) and (B) a fraction the numerator of which is the Series 2000-1 Carrying Cost Reserve Ratio in effect for the Accrual Period in which such day falls and the denominator of which is one **minus** the Series 2000-1 Ratio; and
  - (iii) the product of (A) the aggregate Principal Amount of Receivables in the Trust on such day, (B) a fraction the numerator of which is the Series 2000-1 Invested Amount on such day, and the denominator of which is the sum of (1) the Series 2000-1 Aggregate Commitment Amount on such day (after giving effect to any increase or decrease thereof on such day) and (2) the Invested Amount on such day for all other Series then outstanding and (C) a fraction the numerator of which is the Servicing Reserve Ratio and the denominator of which is one **minus** the Series 2000-1 Ratio; and
- (b) on any date of determination during the Series 2000-1 Amortization Period, an amount equal to the Series 2000-1 Required Subordinated Amount on the last

Business Day of the Series 2000-1 Revolving Period; **provided** that such amount shall be adjusted on each Special Allocation Settlement Report Date (if any) as set forth in **Section 3A.05(b)(i)** and **Section 3A.05(c)(ii)** of the Series 2000-1 Supplement.

“**Series 2000-1 Revolving Period**” shall mean the period commencing on the Existing Series 2000-1 Issuance Date and terminating on the earlier to occur of the close of business on (i) the date on which a Series 2000-1 Early Amortization Period is declared to commence or automatically commences and (ii) the Series 2000-1 Commitment Termination Date.

“**Series 2000-1 Scheduled Commitment Termination Date**” shall mean (i) November 12, 2009, as may be extended for an additional 364 days from time to time in writing by the Series 2000-1 Conduit Purchasers, the Funding Agents and the Series 2000-1 APA Banks or (ii) the Series 2000-1 Optional Termination Date.

“**Series 2000-1 Sterling Accrued Interest Subaccount**” shall have the meaning assigned to such term in **Section 3A.02(a)(iv)** of the Series 2000-1 Supplement.

“**Series 2000-1 Sterling Additional Interest**” shall have the meaning assigned to such term in **Section 3A.04(b)(ii)** of the Series 2000-1 Supplement.

“**Series 2000-1 Sterling Certificate Rate**” shall mean, on any date of determination, the average (weighted based on the respective outstanding amounts of each Series 2000-1 Floating Tranche, each Series 2000-1 CP Tranche and each Series 2000-1 Eurocurrency Tranche) of the ABR, the Series 2000-1 CP Rate and Eurocurrency Rate in effect on such day **plus**, in the case of the ABR and the Eurocurrency Rate, the applicable Series 2000-1 Applicable Margin and in the case of the Series 2000-1 CP Rate, the Series 2000-1 Utilization Fee Rate in respect of the Series 2000-1 Sterling VFC Certificate.

“**Series 2000-1 Sterling Concentration Account**” shall have the meaning assigned to such term in **Section 3A.02(a)(i)** of the Series 2000-1 Supplement.

“**Series 2006-1 Sterling Interest Shortfall**” shall have the meaning assigned to such term in **Section 3.04(b)(ii)** of this Supplement.

“**Series 2000-1 Sterling Invested Amount**” shall mean, on any date of determination, the aggregate sum of the Series 2000-1 Purchaser Sterling Invested Amount for each Series 2000-1 Purchaser on such date.

“**Series 2000-1 Sterling Monthly Interest**” shall mean, with respect to any Accrual Period, the sum of the Series 2000-1 Daily Sterling Interest Expense for each day in such Accrual Period.

“**Series 2000-1 Sterling Monthly Interest Distribution**” shall have the meaning assigned to such term in **Section 3A.04(a)(i)(2)** of the Series 2000-1 Supplement.

“**Series 2000-1 Sterling Monthly Interest Payment**” shall have the meaning assigned to such term in **Section 3A.06(a)(x)** of the Series 2000-1 Supplement.

“**Series 2000-1 Sterling Monthly Principal Payment**” shall have the meaning assigned to such term in **Section 3A.05(a)** of the Series 2000-1 Supplement.

“**Series 2000-1 Sterling Non-Principal Concentration Subaccount**” shall mean the account established by the Trustee pursuant to **Section 3A.02(a)(iii)** of the Supplement.

“**Series 2000-1 Sterling Principal Concentration Subaccount**” shall have the meaning assigned to such term in **Section 3A.02(a)(ii)** of the Series 2000-1 Supplement.

“**Series 2000-1 Sterling VFC Certificate**” shall mean the Series 2000-1 Sterling VFC Certificate executed and authenticated by the Trustee, substantially in the form of **Exhibit A-3** attached to the Series 2000-1 Supplement.

“**Series 2000-1 Sterling VFC Certificateholder**” shall mean the registered holder of a Series 2000-1 Sterling VFC Certificate.

“**Series 2000-1 Subordinated Interest Amount**” shall mean, for any date of determination, an amount equal to (i) the Series 2000-1 Allocated Receivables Amount **minus** (ii) the Series 2000-1 Adjusted Invested Amount.

“**Series 2000-1 Subordinated Interest Increase Amount**” shall have the meaning assigned to such term in **Section 2.05(a)** of the Series 2000-1 Supplement.

“**Series 2000-1 Subordinated Interest Reduction Amount**” shall have the meaning assigned in **Section 2.07(b)** of the Series 2000-1 Supplement.

“**Series 2000-1 Subordinated Interests**” shall have the meaning assigned to such term in **Section 2.02(b)** of the Series 2000-1 Supplement.

“**Series 2000-1 Supplement**” shall mean the First Amended and Restated Supplement to the Pooling Agreement relating to the Series 2000-1 Investor Certificates.

“**Series 2000-1 Target Receivables Amount**” shall mean, on any date of determination, the sum of (i) the Series 2000-1 Invested Amount on such day and (ii) the Series 2000-1 Required Subordinated Amount for such day.

“**Series 2000-1 Transfer Effective Date**” shall have the meaning specified in the instrument of transfer or assignment attached to the applicable Series 2000-1 Asset Purchase Agreement.

“**Series 2000-1 Transfer Issuance Date**” shall mean the date on which a Series 2000-1 Commitment Transfer Supplement becomes effective pursuant to the terms of such Series 2000-1 Commitment Transfer Supplement.

“**Series 2000-1 Unallocated Balance**” shall mean, on any Business Day with respect to the APA Banks and the Series 2000-1 APA Banks’ Series 2000-1 Purchaser Invested Amount, the sum of (A) the portion of the Series 2000-1 Invested Amount for which interest is then being calculated by reference to the ABR and (B) the portion of the Series 2000-1 Invested Amount allocated to any Series 2000-1 Eurocurrency Tranche that expires on such Business Day.

“**Series 2000-1 Unused Fee**” shall have the meaning assigned to such term in **Section 2.09(b)** of the Series 2000-1 Supplement.

“**Series 2000-1 Unused Fee Rate**” shall have the meaning assigned to such term in the Fee Letter.

“**Series 2000-1 U.S. Dollar Accrued Interest Subaccount**” shall have the meaning assigned to such term in **Section 3A.02(a)(iv)** of the Series 2000-1 Supplement.

“**Series 2000-1 U.S. Dollar Additional Interest**” shall have the meaning assigned to such term in **Section 3A.04(b)(i)** of the Series 2000-1 Supplement.

“**Series 2000-1 U.S. Dollar Certificate Rate**” shall mean, on any date of determination, the average (weighted based on the respective outstanding amounts of each Series 2000-1 Floating Tranche, each Series 2000-1 CP Tranche and each Series 2000-1 Eurocurrency Tranche) of the ABR, the Series 2000-1 CP Rate and Eurocurrency Rate in effect on such day **plus**, in the case of the ABR and the Eurocurrency Rate, the applicable Series 2000-1 Applicable Margin and in the case of the Series 2000-1 CP Rate, the Series 2000-1 Utilization Fee Rate in respect of the Series 2000-1 U.S. Dollar VFC Certificate.

“**Series 2000-1 U.S. Dollar Concentration Account**” shall mean the account designated as such and established by the Trustee pursuant to **Section 3A.02(a)(i)** of the Series 2000-1 Supplement.

“**Series 2000-1 U.S. Dollar Interest Shortfall**” shall have the meaning assigned to such term in **Section 3A.04(b)(i)** of the Series 2000-1 Supplement.

“**Series 2000-1 U.S. Dollar Invested Amount**” shall mean, on any date of determination, the aggregate sum of the Series 2000-1 Purchaser U.S. Dollar Invested Amount for each Series 2000-1 Purchaser on such date.

“**Series 2000-1 U.S. Dollar Monthly Interest**” shall mean, with respect to any Accrual Period, the sum of the Series 2000-1 Daily U.S. Dollar Interest Expense for each day in such Accrual Period.

“**Series 2000-1 U.S. Dollar Monthly Interest Distribution**” shall have the meaning assigned to such term in **Section 3A.04(a)(i)(1)** of the Series 2000-1 Supplement.

“**Series 2000-1 U.S. Dollar Monthly Interest Payment**” shall have the meaning assigned to such term in **Section 3A.06(a)(x)** of the Series 2000-1 Supplement.

“**Series 2000-1 U.S. Dollar Monthly Principal Payment**” shall have the meaning assigned to such term in **Section 3A.05(a)** of the Series 2000-1 Supplement.

“**Series 2000-1 U.S. Dollar Non-Principal Concentration Subaccount**” shall mean the account established by the Trustee pursuant to **Section 3A.02(a)(iii)** of the Supplement.

“**Series 2000-1 U.S. Dollar Principal Concentration Subaccount**” shall mean the account established by the Trustee pursuant to **Section 3A.02(a)(ii)** of the Supplement.

“**Series 2000-1 U.S. Dollar VFC Certificateholder**” shall mean the registered holder of a Series 2000-1 U.S. Dollar VFC Certificate.

“**Series 2000-1 U.S. Dollar VFC Certificate**” shall mean the Series 2000-1 U.S. Dollar VFC Certificate executed and authenticated by the Trustee, substantially in the form of **Exhibit A-1** attached to the Series 2000-1 Supplement.

“**Series 2000-1 Utilization Fee**” shall have the meaning assigned to such term in **Section 2.09(c)** of the Series 2000-1 Supplement.

“**Series 2000-1 Utilization Fee Rate**” shall have the meaning assigned to such term in the Fee Letter.

“**Series 2000-1 VFC Certificate Interest**” shall mean, with respect to any Series 2000-1 VFC Certificate, each undivided percentage interest in such Series 2000-1 VFC Certificate acquired by (i) the Series 2000-1 Conduit Purchaser in connection with the initial purchase of such Series 2000-1 VFC Certificate or any Series 2000-1 Increase or (ii) any related Series 2000-1 APA Bank becoming a Series 2000-1 Purchaser hereunder pursuant to a transfer in accordance with **Section 2.03(a)** of the Supplement of such Series 2000-1 VFC Certificate Interest or any Series 2000-1 Increase in the Series 2000-1 Invested Amount.

“**Series 2000-1 VFC Certificateholders**” shall mean, collectively, the Series 2000-1 U.S. Dollar VFC Certificateholders, the Series 2000-1 Euro VFC Certificateholders and the Series 2000-1 Sterling VFC Certificateholders.

“**Series 2000-1 VFC Certificates**” shall mean, those Investor Certificates designated as the Series 2000-1 U.S. Dollar VFC Certificate, the Series 2000-1 Euro VFC Certificates and the Series 2000-1 Sterling VFC Certificates.

“**Series 2000-1 VFC Certificateholder’s Interest**” shall have the meaning assigned to such term in **Section 2.02(a)** of the Series 2000-1 Supplement.

“**Series 2001-1 Indenture Supplement**” shall mean the Series 2001-1 Supplement dated as of June 26, 2001 among Huntsman International Asset-Backed Securities Ltd, The Chase Manhattan Bank, London Branch and Chase Manhattan Bank (Ireland) plc.

“**Series 2001-1 Redemption Date**” shall mean the date upon which the Series 2001-1 Term Certificates (as defined in the Series 2001-1 Supplement) and the Series 2001-1 Notes (as defined in the Series 2001-1 Indenture Supplement) have been paid in full.

“**Series 2001-1 Supplement**” shall mean the Series 2001-1 Supplement dated as June 26, 2001 to Amended and Restated Pooling Agreement among the Company, the Master Servicer and the Trustee.

“**Sheffield**” shall mean Sheffield Receivables Corporation, a Delaware corporation.

“**Sterling VFC Purchaser Group**” shall mean any VFC Purchaser Group which is designated in the Series 2000-1 Supplement or a Series 2000-1 Commitment Transfer Supplement as a “Sterling VFC Purchaser Group”.

“**Tax Credit**” shall have the meaning assigned to such term in **Section 7.03(e)** of the Series 2000-1 Supplement.

“**Tax Payment**” shall have the meaning assigned to such term in **Section 7.03(e)** of the Series 2000-1 Supplement.

“**Transaction Parties**” shall have the meaning assigned to such term in **Section 2.06(d)** of the Series 2000-1 Supplement or the applicable Series 2000-1 Asset Purchase Agreement.

“VFCC” shall mean Variable Funding Capital Company, LLC, a Delaware limited liability company.

“VFC Currency Pro Rata Share” means, with respect to each VFC Purchaser Group in a VFC Purchaser Currency Group, an amount (expressed as a percentage) equal to the amount the aggregate of the Series 2000-1 Adjusted Commitments of all Series 2000-1 APA Banks in such VFC Purchaser Group represents of the amount of the aggregate of the Series 2000-1 Adjusted Commitment Amount of all Series 2000-1 APA Banks in such VFC Purchaser Currency Group.

“VFC Pro Rata Share” means, with respect to a VFC Purchaser Group, the aggregate of the Series 2000-1 Adjusted Commitment Percentage of all Series 2000-1 APA Banks in such VFC Purchaser Group.

“VFC Purchaser Group” means a group consisting of a Series 2000-1 Conduit Purchaser, Series 2000-1 APA Banks and a Funding Agent for such Series 2000-1 Conduit Purchaser and Series 2000-1 APA Banks, as specified in **Schedule I** or a Series 2000-1 Commitment Transfer Supplement.

“VFC Purchaser Currency Group” means a group consisting of the Series 2000-1 Purchasers which are, as applicable, a Dollar VFC Purchaser Group, a Euro VFC Purchaser Group or a Sterling VFC Purchaser Group.

“Wachovia VFC Purchaser Group” shall mean the VFC Purchaser Group consisting of Wachovia Capital Markets LLC, as a Funding Agent, VFCC, as a Series 2000-1 Conduit Purchaser (or any eligible Assignee which enters into a Series 2000-1 Commitment Transfer Supplement with VFCC) and Wachovia Capital Markets LLC, as a Series 2000-1 APA Bank.

## **SCHEDULE IV**

### **Notices**

#### **JPMORGAN VFC PURCHASER GROUP**

##### **If to Chariot:**

Chariot Funding LLC  
c/o JPMorgan Chase Bank, N.A.  
10 South Dearborn  
Mail Code IL1-0079  
Chicago, IL 60670  
Attention: Asset Backed Securities – Conduits/D’Andrea Anderson  
Telephone: +1 312 732 7206  
Telecopier: +1 312 732 1844

##### **If to the Funding Agent:**

J.P. Morgan Chase Bank, N.A.  
125 London Wall  
London EC2Y 5AJ  
Attention: Transaction Management Asset Back Securities-Conduits  
Telephone: +44 20 7742 7418  
Telecopy: +44 20 7777 4760

with a copy to:

J.P. Morgan Chase Bank, N.A.  
10 South Dearborn  
Mailcode: IL9-0079  
Chicago, IL 60670  
Attention: Asset Backed Securities – Conduits/D’Andrea Anderson  
Telephone: +1 312 732 7206  
Telecopier: +1 312 732 1844

with a copy to:

##### **If to the Series 2000-1 APA Bank:**

J.P. Morgan Chase Bank, N.A.  
125 London Wall  
London EC2Y 5AJ  
Attention: Transaction Management Asset Back Securities-Conduits  
Telephone: +44 20 7742 7418  
Telecopy: +44 20 7777 4760



with a copy to:

J.P. Morgan Chase Bank, N.A.  
10 South Dearborn  
Mailcode: IL9-0079  
Chicago, IL 60670  
Attention: Asset Backed Securities – Conduits D’Andrea Anderson  
Telephone: +1 312 732 7206  
Telecopier: +1 312 732 1844

For purposes set forth in the last sentence of **Section 11.09(b)** the following e-mail addresses will apply to this VFC Purchaser Group:

abf.settlement.report@jpmorgan.com  
abf.treasury.dept@jpmorgan.com

#### **WACHOVIA VFC PURCHASER GROUP**

##### **If to VFCC:**

Variable Funding Capital Company, LLC  
c/o Wachovia Capital Markets, LLC  
One Wachovia Center, TW-16  
Charlotte, North Carolina 28288  
Attention: Conduit Administration  
Facsimile No: +1 (704) 383-6036

##### **If to the Funding Agent:**

Wachovia Capital Markets, LLC  
One Wachovia Center, TW-16  
Charlotte, North Carolina 28288  
Attention: Conduit Administration  
Facsimile No: +1 (704) 383-6036

##### **If to the Series 2000-1 APA Bank:**

Wachovia Bank, National Association  
One Wachovia Center, TW-16  
Charlotte, North Carolina 28288  
Attention: Conduit Administration  
Facsimile No: +1 (704) 383-6036

For purposes set forth in the last sentence of **Section 11.09(b)** the following e-mail addresses will apply to this the Administration Group:

For daily offer and acceptance information: Pamela.Lucas@wachovia.com  
For other business contact purposes: eero.maki@wachovia.com

#### **BARCLAYS VFC PURCHASER GROUP**

##### **If to Sheffield:**

Sheffield Receivables Corporation  
c/o Barclays Bank PLC  
200 Park Avenue, 5<sup>th</sup> Floor  
New York, New York 10016  
Attention: Mary Logan  
Telephone No.: (212) 412-3266  
Facsimile No.: (212) 412-6846

##### **If to the Funding Agent:**

Barclays Bank PLC  
200 Park Avenue, 5<sup>th</sup> Floor

New York, New York 10016  
Attention: Mary Logan  
Telephone No.: (212) 412-3266  
Facsimile No.: (212) 412-6846

**If to the Series 2000-1 APA Bank:**

Barclays Bank PLC  
200 Park Avenue, 5<sup>th</sup> Floor  
New York, New York 10016  
Attention: Mary Logan  
Telephone No.: (212) 412-3266  
Facsimile No.: (212) 412-6846

For purposes set forth in the last sentence of **Section 11.09(b)** the following e-mail addresses will apply to this VFC Purchaser Group:

mary.logan@barcap.com with cc: to ASGOperations@barcap.com,  
Jason.muncy@barcap.com and charles.siew@barcap.com

**HSBC VFC PURCHASER GROUP**

**If to Regency:**

Regency Assets Limited  
5 Harbourmaster Place  
IFSC  
Dublin 1  
Ireland  
Telephone: +353 1 680 6050  
Telecopy: +353 1 680 6000  
Attention: Company Secretary

**If to the Funding Agent:**

HSBC Bank plc  
8 Canada Square  
London  
E14 5HQ  
Telephone: +44 20 7991 9834  
Telecopy: +44 20 7991 4140  
Attention: Ingram Lyons/Graham Walton

**If to the Series 2000-1 APA Bank:**

HSBC Bank USA, National Association  
452 Fifth Avenue  
New York, New York 10018  
Telephone: +1 212 525 5399  
Telecopy: +1 212 525 2469  
Attention: Darren Pinsker

For purposes set forth in the last sentence of **Section 11.09(b)** the following e-mail addresses will apply to this VFC Purchaser Group:

Victoria.lindsell@hsbcib.com  
ingram.lyons@hsbcib.com  
graham.s.walton@hsbcib.com  
Richard.sherburn@hsbcib.com

**ADMINISTRATIVE AGENT**

J.P. Morgan Chase Bank, N.A.  
125 London Wall  
London EC2Y 5AJ  
Attention: Transaction Management Asset Back Securities-Conduits  
Telephone: +44 20 7742 7418  
Telecopy: +44 20 7777 4760

with a copy to:

J.P. Morgan Chase Bank, N.A.  
10 South Dearborn  
Mailcode: IL9-0079  
Chicago, IL 60670  
Attention: Asset Backed Securities – Conduits/D’Andrea Anderson  
Telephone: +1 312 732 7206  
Telecopier: +1 312 732 1844

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For purposes set forth in the last sentence of **Section 11.09(b)** the following e-mail addresses will apply to the Administrative Agent:

abf.settlement.report@jpmorgan.com  
abf.treasury.dept@jpmorgan.com

#### **COMPANY, CONTRIBUTOR, MASTER SERVICER**

For purposes set forth in the last sentence of **Section 11.09(b)** the following e-mail addresses will apply to the Company, the Contributor and the Master Servicer:

corporatesecretary@huntsman.com  
Sam\_Scruggs@huntsman.com

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### **EXHIBIT A-1**

#### **Form of Series 2000-1 U.S. Dollar VFC Certificate**

REGISTERED	UP TO \$ .00 SERIES
NO. VFC [ ]	2000-1 PURCHASER U.S. DOLLAR INVESTED AMOUNT*
	(OF UP TO \$[ ] SERIES
	2000-1 INVESTED AMOUNT ISSUED)

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\*THE SERIES 2000-1 PURCHASER U.S. DOLLAR INVESTED AMOUNT OF THIS SERIES 2000-1 U.S. DOLLAR VFC CERTIFICATE IS SUBJECT TO CHANGE AS DESCRIBED HEREIN.

THIS SERIES 2000-1 U.S. DOLLAR VFC CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”). NEITHER THIS SERIES 2000-1 U.S. DOLLAR VFC CERTIFICATE NOR ANY PORTION HEREOF MAY BE OFFERED OR SOLD EXCEPT IN COMPLIANCE WITH THE REGISTRATION PROVISIONS OF THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM SUCH REGISTRATION PROVISIONS.

THIS SERIES 2000-1 U.S. DOLLAR VFC CERTIFICATE IS NOT PERMITTED TO BE TRANSFERRED, ASSIGNED, EXCHANGED OR OTHERWISE PLEDGED OR CONVEYED EXCEPT IN COMPLIANCE WITH THE TERMS OF THE POOLING AGREEMENT AND SUPPLEMENT REFERRED TO HEREIN.

This Series 2000-1 U.S. Dollar VFC Certificate evidences a fractional undivided interest in the assets of the

#### **HUNTSMAN MASTER TRUST**

the corpus of which consists of receivables representing amounts payable for goods or services, which receivables have been (i) purchased by Huntsman International LLC, a limited liability company organized under the laws of the State of Delaware, which contributed such receivables to Huntsman Receivables Finance LLC, a limited liability company organized under the laws of the state of Delaware (the “**Company**”), or (ii) otherwise acquired by means of subrogation by the Company which in turn granted a participation and a security interest in such receivables to the HUNTSMAN MASTER TRUST.

(Not an interest in or recourse obligation of  
Huntsman (Europe) BVBA, Huntsman Receivables Finance LLC  
or any of their respective Affiliates)

The U.S. Master Trust is categorized as an unregulated collective investment scheme in the United Kingdom and accordingly no selling documents or placement memorandum in relation to the VFC Certificate may be lawfully issued or passed on to persons in the United Kingdom other than persons who fall within one or more of the categories of persons in

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This certifies that

[NAME OF CERTIFICATEHOLDER]

(the “**Series 2000-1 U.S. Dollar VFC Certificateholder**”) is the registered owner of a fractional undivided interest in the assets (insofar as such assets consist of the “**Participation**” as hereinafter defined) of Huntsman Master Trust (the “**Trust**”) originally created pursuant to the Pooling Agreement, dated as of December 21, 2000 (as amended and restated as of June 26, 2001 and April 18, 2006 and as the same may from time to time be further amended, restated, supplemented or otherwise modified thereafter, the “**Pooling Agreement**”), by and among Huntsman Receivables Finance LLC, a limited liability company organized under the laws of the State of Delaware (the “**Company**”), Huntsman (Europe) BVBA, a corporation organized under the laws of Belgium, as Master Servicer (the “**Master Servicer**”), and BNY Financial Services plc, a banking authority organized under the laws of Ireland, not in its individual capacity but solely as trustee (in such capacity, the “**Trustee**”) for the Trust, as supplemented by the Second Amended and Restated Series 2000-1 Supplement, dated as of November 13, 2008 (as amended, supplemented or otherwise modified from time to time, the “**Supplement**”, collectively, with the Pooling Agreement, the “**Agreement**”), by and among the Company, the Master Servicer, the Trustee, the several financial institutions party thereof as funding agents (the “**Funding Agents**”), the Series 2000-1 Conduit Purchasers, the Series 2000-1 APA Banks named therein and from time to time parties thereto and JPMorgan Chase Bank, N.A. as Administrative Agent. The corpus of the Trust consists of a Participation and security interest granted by the Company to the Trustee in relation to the Receivables and all other Participation Assets referred to in the Pooling Agreement, all on the terms set out in the Pooling Agreement and including all of the rights thereby conferred on the Series 2000-1 U.S. Dollar VFC Certificateholders (and on the Trustee for their benefit) (the “**Participation**”). Although a summary of certain provisions of the Pooling Agreement is set forth below, this Series 2000-1 U.S. Dollar VFC Certificate does not purport to summarize the Pooling Agreement, is qualified in its entirety by the terms and provisions of the Pooling Agreement and reference is made to the Pooling Agreement for information with respect to the interests, rights, benefits, obligations, proceeds and duties evidenced hereby and the rights, duties and obligations of the Trustee. A copy of the Pooling Agreement may be requested by a holder hereof by writing to the Trustee at BNY Financial Services plc, 4<sup>th</sup> Floor Hanover Building, Windmill Lane, Dublin 2, Ireland, Attention: Corporate Trust Administration. To the extent not defined herein, the capitalized terms used herein have the meanings ascribed to them in **Annex X** (as amended, supplemented, restated or otherwise modified from time to time) attached to the Pooling Agreement.

This Series 2000-1 U.S. Dollar VFC Certificate is issued under and is subject to the terms, provisions and conditions of the Pooling Agreement, to which Agreement the Series 2000-1 U.S. Dollar VFC Certificateholder, by virtue of the acceptance hereof, assents and is bound.

The Master Servicer, the Company, the Series 2000-1 U.S. Dollar VFC Certificateholder and the Trustee intend, for federal, state and local income and franchise tax purposes only (but for no other purpose), that this Series 2000-1 U.S. Dollar VFC Certificate be evidence of indebtedness of the Company by way of participation (and not by way of a loan) secured by the Participation Assets and that the Trust not be characterized as an association or publicly traded partnership taxable as a corporation. The Series 2000-1 U.S. Dollar VFC

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Certificateholder, by the acceptance hereof, agrees to treat this Series 2000-1 U.S. Dollar VFC Certificate for federal, state and local income and franchise tax purposes (but for no other purpose) as indebtedness of the Company by way of participation (and not by way of a loan); **provided, however**, that nothing in this Series 2000-1 U.S. Dollar VFC Certificate or in the Transaction Documents shall impose on the Company any personal liability in respect of this Series 2000-1 U.S. Dollar VFC Certificate.

This Series 2000-1 U.S. Dollar VFC Certificate is one of the Investor Certificates entitled “**Huntsman Master Trust, Series 2000-1 U.S. Dollar VFC Certificate**” (the “**Series 2000-1 U.S. Dollar VFC Certificate**”) representing a fractional undivided interest in the Participation, such interest consisting of the right to receive the distributions specified in the Supplement out of (i) the Series 2000-1 Invested Percentage (expressed as a decimal) of amounts received with respect to the Receivables and all other funds on deposit in the Company Concentration Accounts and (ii) to the extent such interests appear in the Supplement, all other funds on deposit in the Series 2000-1 Accounts and any subaccounts thereof (collectively, the “**Series 2000-1 VFC Certificateholder’s Interest**”). Concurrent with the issuance of the Series 2000-1 VFC Certificates, the Trust shall also issue a Subordinated Company Interests to the Company representing the right to receive the payments specified in the Supplement from funds on deposit in the Series 2000-1 Accounts and any subaccounts thereof, in each case to the extent not required to be distributed to or for the benefit of the Series 2000-1 U.S. Dollar VFC Certificateholder (the “**Series 2000-1 Subordinated Interests**”). The Participation Assets are allocated in part to the Series 2000-1 U.S. Dollar VFC Certificateholders, the other Series 2000-1 VFC Certificateholders and the holder of the Series 2000-1 Subordinated Interests with the remainder allocated to the Investor Certificateholders and the holder of the Subordinated Company Interests of other Series (if any) and to the Exchangeable Company Interests representing the Company’s interest in the Trust which was issued to the Company pursuant to the Pooling Agreement on December 21, 2000. The Exchangeable Company Interests represents the Company’s exclusive beneficial ownership interest in the Participation Assets subject to the security interest granted by the Company under this Supplement. The Exchangeable Company Interests may be subjected by the Company or pursuant to the Pooling Agreement to further (or increased) participation rights and security interests represented by an increase in the Invested Amount of a Class of Investor Certificates of an Outstanding Series and an increase in the related Series’ Subordinated Company Interests, or one or more newly issued Series of Investor Certificates and the related newly issued Series’ Subordinated Company Interests, upon the conditions set forth in the Pooling Agreement.

Distributions with respect to this Series 2000-1 U.S. Dollar VFC Certificate shall be paid by the Funding Agent for the Series 2000-1 U.S. Dollar VFC Certificateholder’s VFC Purchaser Group in immediately available funds to the Series 2000-1 U.S. Dollar VFC

Certificateholder at the office of such Funding Agent set forth in the Pooling Agreement. Final payment of this Series 2000-1 U.S. Dollar VFC Certificate shall be made only upon presentation and surrender of this Series 2000-1 U.S. Dollar VFC Certificate at the office or agency specified in the notice of final distribution delivered by the Trustee to the Series 2000-1 U.S. Dollar VFC Certificateholder's in accordance with the Pooling Agreement.

This Series 2000-1 U.S. Dollar VFC Certificate does not represent an obligation of, or an interest in, the Company, the Master Servicer or any Affiliate of any of them.

The transfer of this Series 2000-1 U.S. Dollar VFC Certificate shall be registered in the Certificate Register upon surrender of this Series 2000-1 U.S. Dollar VFC Certificate for

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registration of transfer at any office or agency maintained by the Transfer Agent and Registrar accompanied by a written instrument of transfer, in a form satisfactory to the Trustee, the Transfer Agent and Registrar, the Company and the Master Servicer, duly executed by the Series 2000-1 U.S. Dollar VFC Certificateholder or the Series 2000-1 U.S. Dollar VFC Certificateholder's attorney, and duly authorized in writing with such signature guaranteed, and thereupon a new Series 2000-1 U.S. Dollar VFC Certificate of authorized denomination and of like Fractional Undivided Interest will be issued to the designated transferee. In addition, the Funding Agent for the Series 2000-1 U.S. Dollar VFC Certificateholders VFC Purchaser Group shall maintain at one of its offices in the City of New York the Series 2000-1 Register for the recordation of the names and addresses of the Series 2000-1 Purchasers, and the Series 2000-1 Commitment of, and the principal amount of the Series 2000-1 U.S. Dollar VFC Certificate issued to, the Series 2000-1 Purchasers related to such VFC Purchaser Group.

The Company, the Trustee, the Master Servicer, the Transfer Agent and Registrar, the Funding Agents and any agent of any of them, may treat the person whose name is recorded in the Series 2000-1 Register as a Series 2000-1 Purchaser for all purposes of the Supplement, notwithstanding notice to the contrary (other than notice in connection with an assignment effected or to be effected in accordance with **Section 11.10** of the Supplement).

It is expressly understood and agreed by the Company and the Series 2000-1 U.S. Dollar VFC Certificateholder that (i) the Pooling Agreement is executed and delivered by the Trustee, not individually or personally but solely as Trustee of the Trust, in the exercise of the powers and authority conferred and vested in it, (ii) the representations, undertakings and agreements made on the part of the Trust in the Pooling Agreement are made and intended not as personal representations, undertakings and agreements by the Trustee, but are made and intended for the purpose of binding only the Trust, (iii) nothing herein contained shall be construed as creating any liability of the Trustee, individually or personally, to perform any covenant either expressed or implied made on the part of the Trust in the Pooling Agreement, all such liability (if any) being expressly waived by the parties who are signatories to the Pooling Agreement and by any Person claiming by, through or under such parties; **provided, however**, the Trustee shall be liable in its individual capacity for its own willful misconduct or negligence and for any tax assessed against the Trustee based on or measured by any fees, commission or compensation received by it for acting as Trustee and (iv) under no circumstances shall the Trustee be personally liable for the payment of any indebtedness or expenses of the Trust or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Trust under the Pooling Agreement.

The holder of this Series 2000-1 U.S. Dollar VFC Certificate is authorized to record the date and amount of each increase and decrease in the Series 2000-1 Purchaser U.S. Dollar Invested Amount with respect to such holder on the schedules annexed hereto and made a part hereof and any such recordation shall constitute *prima facie* evidence of the accuracy of the information so recorded, absent manifest error, **provided** that the failure of the holder of this Series 2000-1 U.S. Dollar VFC Certificate to make such recordation (or any error in such recordation) shall not affect the obligations of the Company, the holder of the Series 2000-1 Subordinated Interests, the Master Servicer or the Trustee under the Pooling Agreement.

**This Series 2000-1 U.S. Dollar VFC Certificate shall be governed by and construed in accordance with the laws of the State of New York without reference to any conflict of law principles (other than Section 5-1401 of the New York General Obligations Law).**

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By acceptance of this Series 2000-1 U.S. Dollar VFC Certificate, the Series 2000-1 U.S. Dollar VFC Certificateholder hereby agrees that it will not institute against, or join any other Person in instituting against, the Company any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings under any Applicable Insolvency Laws.

Unless the certificate of authentication hereon has been executed by or on behalf of the Trustee, by manual signature, this Series 2000-1 U.S. Dollar VFC Certificate shall not be entitled to any benefit under the Pooling Agreement, or be valid for any purpose.

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**IN WITNESS WHEREOF**, the Company, as agent of the Trustee, has caused this Series 2000-1 U.S. Dollar VFC Certificate to be duly executed.

Dated: November 18, 2008

HUNTSMAN RECEIVABLES FINANCE LLC,  
as agent of the Trustee as authorized pursuant to **Section 5.01** of the Pooling Agreement

By: \_\_\_\_\_  
Name:  
Title:

**TRUSTEE’S CERTIFICATE OF AUTHENTICATION**

This is the Series 2000-1 U.S. Dollar VFC Certificate described in the within mentioned Agreement.

**BNY FINANCIAL SERVICES PLC,**  
not in its individual capacity but solely as Trustee

By: \_\_\_\_\_  
Name:  
Authorized Signatory

OR

By: \_\_\_\_\_  
Name:  
Authorized Agent

By: \_\_\_\_\_  
Name:  
Authorized Signatory

**SCHEDULE I**

**to**

**SERIES 2000-1 U.S. DOLLAR VFC CERTIFICATE**

**SERIES 2000-1 VFC CERTIFICATE INTERESTS**

<b>Name of holder of Series 2000-1 Dollar VFC Certificate Interest</b>	<b>Amount of Series 2000-1 Dollar VFC Certificate Interest</b>

**AMENDMENT TO THE SECOND AMENDED AND RESTATED SERVICING AGREEMENT**

This Amendment to the Second Amended and Restated Servicing Agreement dated as of November 13, 2008 (this “**Amendment**”), is made among Huntsman Receivables Finance LLC (the “**Company**”), a Delaware limited liability company, Huntsman (Europe) BVBA (the “**Master Servicer**”), a company organized under the laws of Belgium, the Persons a party hereto as Local Servicers (the “**Existing Local Servicers**”), the Persons a party hereto as New Local Servicers, Huntsman International LLC, a limited liability company established under the laws of Delaware as Servicer Guarantor (the “**Servicer Guarantor**”), BNY Financial Services plc, as successor to J.P. Morgan Bank (Ireland) plc, as trustee (the “**Trustee**”), PricewaterhouseCoopers LLP, a limited liability partnership established under the laws of England and Wales (registered number OC303525) as Liquidation Servicer (the “**Liquidation Servicer**”).

WHEREAS, the Company, the Master Servicer, the Servicer Guarantor, the Trustee, the Existing Local Servicers and the Liquidation Servicer are parties to the Servicing Agreement dated as of June 26, 2001, as amended and restated by the Amended and Restated Servicing Agreement, dated as of October 21, 2002, as further amended and restated by the Second Amended and Restated Servicing Agreement, dated as of April 18, 2006 (as heretofore amended, supplemented or otherwise modified, the “**Servicing Agreement**”);

WHEREAS, the Company, the Master Servicer and the Trustee are parties to Pooling Agreement dated as of December 21, 2000, as amended and restated by the Amended and Restated Pooling Agreement dated as of June 26, 2001 and as amended and restated by the Second Amended and Restated Pooling Agreement dated as of April 18, 2006 (as heretofore amended, supplemented or otherwise modified, the “**Pooling Agreement**”);

WHEREAS, the Company, the Master Servicer, the Trustee, the conduit purchasers party thereto from time to time as Series 2000-1 Conduit Purchasers (the “**Series 2000-1 Conduit Purchasers**”), the several financial institutions party thereto from time to time as Series 2000-1 APA banks (the “**Series 2000-1 APA Banks**”), the several financial institutions party thereto from time to time as funding agents (the “**Funding Agents**”), and JPMorgan Chase Bank, N.A., as administrative agent (the “**Administrative Agent**”) are parties to the Series 2000-1 Supplement dated as of December 21, 2000, as amended and restated by the Amended and Restated Series 2000-1 Supplement dated as of November 13, 2008 (as heretofore amended, restated, supplemented or otherwise modified, the “**Series 2000-1 Supplement**”);

WHEREAS, the Series 2000-1 Conduit Purchasers and the 2000-1 APA Banks are the Investor Certificateholders and hereby represent and warrant that they are the holders of the entire principal amount of Investor Certificates issued pursuant to the Series 2000-1 Supplement;

WHEREAS, pursuant to **Section 8.01** of the Servicing Agreement, the Servicing Agreement may be amended, supplemented or otherwise modified from time to time in accordance with the provisions of **Section 10.01** of the Pooling Agreement;

WHEREAS, pursuant to **Section 10.01(b)** of the Pooling Agreement, the Servicing Agreement may be amended in writing from time to time by the Master Servicer, the Company and the Trustee with the written consent of the Funding Agents for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Servicing Agreement subject to the limitations in such **Section 10.01(b)**;

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WHEREAS, the parties hereto wish to amend the Servicing Agreement on the terms and conditions set forth herein;

WHEREAS, the Administrative Agent, the Funding Agents, the Series 2000-1 Conduit Purchasers and the Series 2000-1 APA Banks are a party hereto for purposes of consenting to the amendments provided under this Amendment;

NOW, THEREFORE, the parties hereto, hereby agree as follows:

1. Capitalized terms used but not defined herein shall have the meanings ascribed to them in **Annex X** to the Pooling Agreement (as in effect prior to this Amendment). The “**Existing Parties**” shall mean the Company, the Master Servicer, the Existing Local Servicers, the Servicer Guarantor, the Trustee and the Liquidation Servicer; the “**New Local Servicers**” shall mean Huntsman Advanced Materials Americas Inc. and Huntsman Advanced Materials (Europe) BVBA; and the “**Terminating Local Servicers**” shall mean Huntsman Petrochemicals (UK) Limited, Huntsman Polymers Corporation and Huntsman Expandable Polymers Company, LC.
2. The Existing Parties hereto hereby agree that Huntsman Advanced Materials Americas Inc. and Huntsman Advanced Materials (Europe) BVBA are hereby added as Local Servicers under the Servicing Agreement.
3. The parties hereto hereby agree that Huntsman Petrochemicals (UK) Limited, Huntsman Polymers Corporation and Huntsman Expandable Polymers Company, LC are hereby terminated as Local Servicers under the Servicing Agreement.
4. The parties hereto hereby agree that **Section 1.02** of the Servicing Agreement shall be and hereby is amended by adding the following new paragraph (i):

“(i) References to the Servicing Agreement in any other document or agreement inclusive of the Transaction Documents shall be deemed to be references to this agreement as amended, restated, supplemented or otherwise modified from time to time and all assignments hereof.”

5. The parties hereto hereby agree that **Section 1.02** of the Servicing Agreement shall be and hereby is amended by adding the following new paragraph (j):

“(j) References to any other Transaction Document or any other document or agreement in this Agreement shall be deemed to be references to any such document or agreement as amended, restated, supplemented or otherwise modified from time to time.”

6. The parties hereto hereby agree that **Section 2.01(c)** of the Servicing Agreement shall be and hereby is amended by replacing the first sentence thereof in its entirety to read as follows:

“In order to perform the obligations hereunder, the Master Servicer may from time to time appoint one or more Originators or other Affiliates as a local servicer (each entity, in such capacity, “**Local Servicer**”) for the Receivables owned by the Company; **provided** that (i) the Master Servicer may appoint any Approved Originator, so long as it remains an Approved Originator, to service Receivables originated by it and other designated Approved Originators by providing prior written notice of such appointment and designations to the Company, the Trustee and the Funding Agents under the Series 2000-1 Supplement; and (ii) the Master Servicer may otherwise appoint an Affiliate which is not an Approved Originator of the Receivables only with the prior written consent of the Funding Agent(s) representing more than 50% of the Aggregate Invested Amount.”

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7. The parties hereto hereby agree that **Article VIII** to the Servicing Agreement shall be and hereby is amended by adding the following new **Section 8.16**:

**SECTION 8.16                      Addition and Removal of Local Servicers.**

- (a) The Master Servicer shall admit as a Local Servicer under this Agreement any member of the Huntsman Group (such party or parties shall be referred to as an “**Additional Local Servicer**”) who becomes an “Additional Originator” in accordance with the terms and conditions of the Transaction Documents. The admission of such Additional Local Servicer shall be subject to: (i) execution and delivery to the Trustee by the Master Servicer, the Servicer Guarantor and the Company of a duly completed agreement as set out in **Schedule 5** (the “**Admission of Additional Local Servicer**”); and (ii) satisfaction of all the conditions applicable to such Additional Local Servicer becoming an Additional Originator in accordance with the Transaction Documents.
- (b) Upon satisfaction of the above conditions, the Additional Local Servicer shall be deemed to be a party to this Agreement, and for all purposes of the Transaction Documents shall be deemed to be a “Local Servicer”. The Additional Local Servicer shall be under the same obligations towards each of the other parties to this Agreement as if it had been an original party hereto as a “Local Servicer” and the obligations of such Additional Local Servicer as a “Local Servicer” shall be Guaranteed Obligations subject to the Guaranty as provided under **Article VII** of this Agreement.
- (c) If an Approved Originator is removed, terminated or withdrawn as an Originator in accordance with **Section 2.10** of the Pooling Agreement, such Approved Originator shall, subject to the satisfaction of the terms and conditions of **Section 2.10** of the Pooling Agreement, automatically cease to be a Local Servicer without any further action under this Agreement and the other Transaction Documents.

8. The parties hereto hereby agree that the Servicing Agreement shall be and hereby is amended by adding a new **Schedule 5** in form attached hereto as **Schedule I**.

9. In accordance with **Section 2.01(c)** of the Servicing Agreement, as of November 18, 2008 the servicing by Local Servicers shall be as set forth on **Schedule III** attached hereto.

10. The parties hereto hereby: (i) consent to the amendments to the Liquidation Servicer Agreement in the form attached hereto as **Schedule II**; and (ii) agree that **Schedule 4** to the Servicing Agreement is hereby deemed to be amended to reflect the removal of the Terminating Local Servicers and the inclusion of the New Local Servicers.

11. The Master Servicer and the Servicer Guarantor hereby agree to service the Receivables originated and proposed to be sold by the New Local Servicers (in their capacity as Originators) in accordance with the terms of the Servicing Agreement and the Servicer Guarantor hereby agrees that the obligations of the Master Servicer and the New Local Servicers are Guaranteed Obligations subject to the Guaranty as provided under **Article VII** of the Servicing Agreement.

12. The amendments under **Sections 2** through **10** of this Amendment shall become effective upon: (i) the Second Amended and Restated Series 2000-1 Supplement, dated as of the date hereof, by, among others, the Company, the Master Servicer and the Trustee becoming effective in accordance with its terms; and (ii) this Amendment being duly executed by each of the parties hereto.

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13. The Funding Agents, the Series 2000-1 Conduit Purchasers, the Series 2000-1 APA Banks and the Administrative Agent hereby acknowledge and consent to the provisions of this Amendment.

14. Except as expressly amended by this Amendment, the Servicing Agreement is ratified and confirmed in all respects and the terms, provisions and conditions thereof are and shall remain in full force and effect.



15. THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REFERENCE TO ANY CONFLICT OF LAW PRINCIPLES (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

16. This Amendment may be executed in counterparts by the parties hereto, and each such counterpart shall be considered an original and all such counterparts shall constitute one and the same instrument.

17. The provisions of **Sections 11.08, 11.14 and 11.17** of the Series 2000-1 Supplement and **Section 8.04** of the Servicing Agreement shall apply hereto, *mutatis mutandis*, as if set forth in full herein.

[SIGNATURE PAGE FOLLOWS]

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**IN WITNESS WHEREOF**, each of the parties hereto have caused this amendment to be duly executed by their respective officers as of the day and year first above written.

**HUNTSMAN RECEIVABLES FINANCE LLC,**  
as Company

By: /s/ SEAN DOUGLAS  
Name: Sean Douglas  
Title: Vice President and Treasurer

**HUNTSMAN (EUROPE) BVBA,**  
as Master Servicer

By: /s/ SEAN DOUGLAS  
Name: Sean Douglas  
Title: Attorney-in-Fact

By: \_\_\_\_\_  
Name:  
Title:

**HUNTSMAN INTERNATIONAL LLC**  
as a Local Servicer

By: /s/ SEAN DOUGLAS  
Name: Sean Douglas  
Title: Vice President and Treasurer

**HUNTSMAN INTERNATIONAL LLC,**  
as Servicer Guarantor

By: /s/ SEAN DOUGLAS  
Name: Sean Douglas  
Title: Vice President and Treasurer

*[2008 Amendment to Servicing Agreement Signature Page 1 of 10]*

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**BNY FINANCIAL SERVICES PLC**  
not in its individual capacity but solely as Trustee

By: /s/ ANDREW MCLEOD  
Name: Andrew McLeod VP  
Title: Authorised Signatory

**PRICEWATERHOUSECOOPERS LLP,**  
as Liquidation Servicer

By: /s/ C. JULIAN ROBERTS  
Name: C. Julian Roberts  
Title: Director  
Duly Authorized to sign for and on  
behalf of PricewaterhouseCoopers LLP

*[2008 Amendment to Servicing Agreement Signature Page 2 of 10]*

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**TIOXIDE AMERICAS INC.**

as a Local Servicer

By: /s/ JON M. HUNTSMAN  
Name: Jon M. Huntsman  
Title: Chief Executive Officer

**HUNTSMAN PROPYLENE OXIDE LTD.**

as a Local Servicer

By: /s/ SEAN DOUGLAS  
Name: Sean Douglas  
Title: Vice President and Treasurer

**HUNTSMAN INTERNATIONAL FUELS, L.P.**

as a Local Servicer

By: /s/ SEAN DOUGLAS  
Name: Sean Douglas  
Title: Vice President

**HUNTSMAN HOLLAND B.V.**

as a Local Servicer

By: /s/ BEN DE JONG  
Name: Ben de Jong  
Title: Director

**TIOXIDE EUROPE LIMITED**

as a Local Servicer

By: /s/ J. KIMO ESPLIN  
Name: J. Kimo Esplin  
Title: Director

*[2008 Amendment to Servicing Agreement Signature Page 3 of 10]*

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**TIOXIDE EUROPE SRL**

as a Local Servicer

By: /s/ VALTER MUSSO  
Name: Valter Musso  
Title: Managing Director

**HUNTSMAN SURFACE SCIENCES ITALIA SRL**

as a Local Servicer

By: /s/ DANIELE FERRARI  
Name: Daniele Ferrari  
Title: Director

**HUNTSMAN PATRICA S.R.L.**

as a Local Servicer

By: /s/ DANIELE FERRARI  
Name: Daniele Ferrari  
Title: Director

**TIOXIDE EUROPE S.L.**

as a Local Servicer

By: /s/ THOMAS G. FISHER  
Name: Thomas G. Fisher  
Title: Director

By: /s/ DONALD J. STANUTZ  
Name: Donald J. Stanutz  
Title: Director

**HUNTSMAN PERFORMANCE PRODUCTS SPAIN, S.L.**

as a Local Servicer

By: /s/ DANIELE FERRARI  
Name: Daniele Ferrari  
Title: Director

By: /s/ JOHN Q. SMYTH  
Name: John Q. Smyth  
Title: Director

*[2008 Amendment to Servicing Agreement Signature Page 4 of 10]*

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**TIOXIDE EUROPE SAS**

as a Local Servicer

By: /s/ DOMINIQUE VANNESTE  
Name: Dominique Vanneste  
Title: President

**HUNTSMAN SURFACE SCIENCES FRANCE SAS**

as a Local Servicer

By: /s/ DANIELE FERRARI  
Name: Daniele Ferrari  
Title: Director

By: /s/ JOHN Q. SMYTH  
Name: John Q. Smyth  
Title: Director

**HUNTSMAN SURFACE SCIENCES UK LIMITED**

as a Local Servicer

By: /s/ JOHN Q. SMYTH  
Name: John Q. Smyth  
Title: Director

**HUNTSMAN ETHYLENEAMINES LTD.**

as a Local Servicer

By: /s/ SEAN DOUGLAS  
Name: Sean Douglas  
Title: Vice President

**HUNTSMAN PETROCHEMICAL CORPORATION**  
as a Local Servicer

By: /s/ SEAN DOUGLAS  
Name: Sean Douglas  
Title: Vice President and Treasurer

*[2008 Amendment to Servicing Agreement Signature Page 5 of 10]*

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**HUNTSMAN POLYMERS CORPORATION**  
as a Local Servicer and as a Terminating Local Servicer

By: HUNTSMAN ADVANCED MATERIALS LLC,  
its successor by merger

By: /s/ SEAN DOUGLAS  
Name: Sean Douglas  
Title: Vice President and Treasurer

**HUNTSMAN EXPANDABLE POLYMERS COMPANY, LC,**  
as a Local Servicer and as a Terminating Local Servicer

By: HUNTSMAN INTERNATIONAL CHEMICALS CORPORATION,  
its Manager

By: /s/ SEAN DOUGLAS  
Name: Sean Douglas  
Title: Vice President

**HUNTSMAN ADVANCED MATERIALS AMERICAS INC.**  
as a New Local Servicer

By: /s/ SEAN DOUGLAS  
Name: Sean Douglas  
Title: Vice President and Treasurer

**HUNTSMAN ADVANCED MATERIALS (EUROPE) BVBA**

as a New Local Servicer

By: /s/ SEAN DOUGLAS  
Name: Sean Douglas  
Title: Attorney-in-fact

By: \_\_\_\_\_  
Name:  
Title:

*[2008 Amendment to Servicing Agreement Signature Page 6 of 10]*

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**Consented to as of the date first written above:**

**JPMORGAN CHASE BANK, N.A.,**  
as Administrative Agent

By: /s/ CHARLES SIMOND  
Name: Charles Simond  
Title: Executive Director

**JPMORGAN CHASE BANK, N.A.,**  
as Funding Agent

By: /s/ CHARLES SIMOND  
Name: Charles Simond  
Title: Executive Director

**JPMORGAN CHASE BANK, N.A.,**  
as a Series 2000-1 APA Bank

By: /s/ CHARLES SIMOND  
Name: Charles Simond  
Title: Executive Director

**CHARIOT FUNDING LLC,**  
as a Series 2000-1 Conduit Purchaser

By: JPMorgan Chase Bank, N.A.,  
as its attorney-in-fact

By: /s/ CHARLES SIMOND  
Name: Charles Simond  
Title: Executive Director

*[2008 Amendment to Servicing Agreement Signature Page 7 of 10]*

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**WACHOVIA CAPITAL MARKETS, LLC,**  
as Funding Agent

By: /s/ EERO H. MAKI  
Name: Eero H. Maki  
Title: Director

**WACHOVIA CAPITAL MARKETS, LLC,**  
as a Series 2000-1 APA Bank

By: /s/ EERO H. MAKI  
Name: Eero H. Maki  
Title: Director

**VARIABLE FUNDING CAPITAL COMPANY, LLC,**  
as a Series 2000-1 Conduit Purchaser

By: Wachovia Capital Markets, LLC  
as its attorney-in-fact

By: /s/ DOUGLAS R. WILSON, SR.  
Name: Douglas R. Wilson, Sr.  
Title: Director

*[2008 Amendment to Servicing Agreement Signature Page 8 of 10]*

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**BARCLAYS BANK PLC,**  
as Funding Agent

By: /s/ JEFFREY GOLDBERG  
Name: Jeffrey Goldberg  
Title: Associate Director

**BARCLAYS BANK PLC,**  
as a Series 2000-1 APA Bank

By: /s/ JEFFREY GOLDBERG  
Name: Jeffrey Goldberg  
Title: Associate Director

**SHEFFIELD RECEIVABLES CORPORATION,**  
as a Series 2000-1 Conduit Purchaser  
By: Barclays Bank PLC,  
as its attorney-in-fact

By: /s/ JASON D. MUNCY  
Name: Jason D. Muncy  
Title: Associate Director

*[2008 Amendment to Servicing Agreement Signature Page 9 of 10]*

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**HSBC BANK PLC,**  
as a Funding Agent

By: /s/ NIGEL BATLEY  
Name: Nigel Batley  
Title: Managing Director

**HSBC BANK USA, NATIONAL ASSOCIATION,**  
as a Series 2000-1 APA Bank

By: /s/ DAVID A. MANDELL  
Name: David A. Mandell  
Title: Managing Director

**REGENCY ASSETS LIMITED,**  
as a Series 2000-1 Conduit Purchaser

By: /s/ MICHAEL WHELAN  
Name: Michael Whelan  
Title: Director

*[2008 Amendment to Servicing Agreement Signature Page 10 of 10]*

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