

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

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**SCHEDULE 13D/A**  
(Amendment No. 1)

Under the Securities Exchange Act of 1934

**Huntsman Corporation**  
(Name of Issuer)

**Common Stock, \$0.01 par value**  
(Title of Class of Securities)

**447011107**  
(CUSIP Number)

**John J. Suydam, Esq.**  
**Apollo Management, L.P.**  
**9 West 57th Street**  
**New York NY 10019**  
**Telephone: (212) 515-3237**  
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

*with a copy to:*

**Andrew J. Nussbaum, Esq.**  
**Wachtell, Lipton, Rosen and Katz**  
**51 W. 52<sup>nd</sup> Street**  
**New York, NY 10019**  
**Telephone: (212) 403-1269**

**January 11, 2010**  
(Date of Event Which Requires Filing of this Statement)

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

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

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

1	NAME OF REPORTING PERSONS: <b>Apollo Investment Fund VI, L.P.</b>  I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY:	
4	SOURCES OF FUNDS (SEE INSTRUCTIONS): <b>OO</b>	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION: <b>Delaware</b>	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER: <b>0 shares</b>
	8	SHARED VOTING POWER: <b>0 shares</b>
	9	SOLE DISPOSITIVE POWER: <b>0 shares</b>
	10	SHARED DISPOSITIVE POWER: <b>0 shares</b>
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: <b>0 shares</b>	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): <b>0%</b>	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) <b>PN</b>	

1	NAME OF REPORTING PERSONS: <b>Apollo Overseas Partners (Delaware 892) VI, L.P.</b>	
	I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY:	
4	SOURCES OF FUNDS (SEE INSTRUCTIONS): <b>OO</b>	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION: <b>Delaware</b>	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER: <b>0 shares</b>
	8	SHARED VOTING POWER: <b>0 shares</b>
	9	SOLE DISPOSITIVE POWER: <b>0 shares</b>
	10	SHARED DISPOSITIVE POWER: <b>0 shares</b>
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: <b>0 shares</b>	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): <b>0%</b>	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) <b>PN</b>	

1	NAME OF REPORTING PERSONS: <b>Apollo Overseas Partners VI, L.P.</b>	
	I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY:	
4	SOURCES OF FUNDS (SEE INSTRUCTIONS): <b>OO</b>	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION: <b>Cayman Islands</b>	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER: <b>0 shares</b>
	8	SHARED VOTING POWER: <b>0 shares</b>
	9	SOLE DISPOSITIVE POWER: <b>0 shares</b>
	10	SHARED DISPOSITIVE POWER: <b>0 shares</b>
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: <b>0 shares</b>	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): <b>0%</b>	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) <b>PN</b>	

1	NAME OF REPORTING PERSONS: <b>Apollo Overseas Partners (Delaware) VI, L.P.</b>	
	I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY:	
4	SOURCES OF FUNDS (SEE INSTRUCTIONS): <b>OO</b>	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION: <b>Cayman Islands</b>	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER: <b>0 shares</b>
	8	SHARED VOTING POWER: <b>0 shares</b>
	9	SOLE DISPOSITIVE POWER: <b>0 shares</b>
	10	SHARED DISPOSITIVE POWER: <b>0 shares</b>
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: <b>0 shares</b>	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): <b>0%</b>	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) <b>PN</b>	

1	NAME OF REPORTING PERSONS: <b>Apollo Overseas Partners (Germany) VI, L.P.</b>	
	I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY:	
4	SOURCES OF FUNDS (SEE INSTRUCTIONS): <b>OO</b>	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION: <b>Delaware</b>	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER: <b>0 shares</b>
	8	SHARED VOTING POWER: <b>0 shares</b>
	9	SOLE DISPOSITIVE POWER: <b>0 shares</b>
	10	SHARED DISPOSITIVE POWER: <b>0 shares</b>
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: <b>0 shares</b>	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): <b>0%</b>	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) <b>PN</b>	

1	NAME OF REPORTING PERSONS: <b>Apollo Advisors VI, L.P.</b>	
	I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY:	
4	SOURCES OF FUNDS (SEE INSTRUCTIONS): <b>OO</b>	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION: <b>Delaware</b>	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER: <b>0 shares</b>
	8	SHARED VOTING POWER: <b>0 shares</b>
	9	SOLE DISPOSITIVE POWER: <b>0 shares</b>
	10	SHARED DISPOSITIVE POWER: <b>0 shares</b>
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: <b>0 shares</b>	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): <b>0%</b>	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) <b>PN</b>	

1	NAME OF REPORTING PERSONS: <b>Apollo Capital Management VI, LLC</b>  I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY:	
4	SOURCES OF FUNDS (SEE INSTRUCTIONS): <b>OO</b>	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION: <b>Delaware</b>	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER: <b>0 shares</b>
	8	SHARED VOTING POWER: <b>0 shares</b>
	9	SOLE DISPOSITIVE POWER: <b>0 shares</b>
	10	SHARED DISPOSITIVE POWER: <b>0 shares</b>
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: <b>0 shares</b>	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): <b>0%</b>	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) <b>OO</b>	



1	NAME OF REPORTING PERSONS: <b>Apollo Principal Holdings I, L.P.</b>	
	I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY:	
4	SOURCES OF FUNDS (SEE INSTRUCTIONS): <b>OO</b>	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION: <b>Delaware</b>	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER: <b>0 shares</b>
	8	SHARED VOTING POWER: <b>0 shares</b>
	9	SOLE DISPOSITIVE POWER: <b>0 shares</b>
	10	SHARED DISPOSITIVE POWER: <b>0 shares</b>
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: <b>0 shares</b>	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): <b>0%</b>	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) <b>PN</b>	

1	NAME OF REPORTING PERSONS: <b>Apollo Principal Holdings I GP, LLC</b>	
	I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY:	
4	SOURCES OF FUNDS (SEE INSTRUCTIONS): <b>OO</b>	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION: <b>Delaware</b>	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER: <b>0 shares</b>
	8	SHARED VOTING POWER: <b>0 shares</b>
	9	SOLE DISPOSITIVE POWER: <b>0 shares</b>
	10	SHARED DISPOSITIVE POWER: <b>0 shares</b>
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: <b>0 shares</b>	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): <b>0%</b>	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) <b>OO</b>	

1	NAME OF REPORTING PERSONS: <b>Apollo Management VI, L.P.</b>	
	I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY:	
4	SOURCES OF FUNDS (SEE INSTRUCTIONS): <b>OO</b>	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION: <b>Delaware</b>	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER: <b>0 shares</b>
	8	SHARED VOTING POWER: <b>0 shares</b>
	9	SOLE DISPOSITIVE POWER: <b>0 shares</b>
	10	SHARED DISPOSITIVE POWER: <b>0 shares</b>
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: <b>0 shares</b>	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): <b>0%</b>	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) <b>PN</b>	

1	NAME OF REPORTING PERSONS: <b>AIF VI Management, LLC</b>  I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY:	
4	SOURCES OF FUNDS (SEE INSTRUCTIONS): <b>OO</b>	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION: <b>Delaware</b>	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER: <b>0 shares</b>
	8	SHARED VOTING POWER: <b>0 shares</b>
	9	SOLE DISPOSITIVE POWER: <b>0 shares</b>
	10	SHARED DISPOSITIVE POWER: <b>0 shares</b>
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: <b>0 shares</b>	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): <b>0%</b>	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) <b>OO</b>	

1	NAME OF REPORTING PERSONS: <b>Apollo Management, L.P.</b>	
	I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY:	
4	SOURCES OF FUNDS (SEE INSTRUCTIONS): <b>OO</b>	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION: <b>Delaware</b>	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER: <b>0 shares</b>
	8	SHARED VOTING POWER: <b>0 shares</b>
	9	SOLE DISPOSITIVE POWER: <b>0 shares</b>
	10	SHARED DISPOSITIVE POWER: <b>0 shares</b>
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: <b>0 shares</b>	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): <b>0%</b>	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) <b>PN</b>	

1	NAME OF REPORTING PERSONS: <b>Apollo Management GP, LLC</b>	
	I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY:	
4	SOURCES OF FUNDS (SEE INSTRUCTIONS): <b>OO</b>	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION: <b>Delaware</b>	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER: <b>0 shares</b>
	8	SHARED VOTING POWER: <b>0 shares</b>
	9	SOLE DISPOSITIVE POWER: <b>0 shares</b>
	10	SHARED DISPOSITIVE POWER: <b>0 shares</b>
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: <b>0 shares</b>	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): <b>0%</b>	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) <b>OO</b>	

1	NAME OF REPORTING PERSONS: <b>AAA Guarantor – Co-Invest VI, L.P.</b>	
	I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY:	
4	SOURCES OF FUNDS (SEE INSTRUCTIONS): <b>OO</b>	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): <input checked="" type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION: <b>Guernsey</b>	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER: <b>0 shares</b>
	8	SHARED VOTING POWER: <b>0 shares</b>
	9	SOLE DISPOSITIVE POWER: <b>0 shares</b>
	10	SHARED DISPOSITIVE POWER: <b>0 shares</b>
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: <b>0 shares</b>	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): <b>0%</b>	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) <b>PN</b>	

1	NAME OF REPORTING PERSONS: <b>AAA MIP Limited</b>	
	I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY:	
4	SOURCES OF FUNDS (SEE INSTRUCTIONS): <b>OO</b>	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): <input checked="" type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION: <b>Guernsey</b>	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER: <b>0 shares</b>
	8	SHARED VOTING POWER: <b>0 shares</b>
	9	SOLE DISPOSITIVE POWER: <b>0 shares</b>
	10	SHARED DISPOSITIVE POWER: <b>0 shares</b>
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: <b>0 shares</b>	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): <b>0%</b>	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) <b>OO</b>	



1	NAME OF REPORTING PERSONS: <b>Apollo Alternative Assets, L.P.</b>	
	I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY:	
4	SOURCES OF FUNDS (SEE INSTRUCTIONS): <b>OO</b>	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): <input checked="" type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION: <b>Cayman Islands</b>	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER: <b>0 shares</b>
	8	SHARED VOTING POWER: <b>0 shares</b>
	9	SOLE DISPOSITIVE POWER: <b>0 shares</b>
	10	SHARED DISPOSITIVE POWER: <b>0 shares</b>
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: <b>0 shares</b>	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): <b>0%</b>	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) <b>PN</b>	

1	NAME OF REPORTING PERSONS: <b>Apollo International Management, L.P.</b>	
	I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY:	
4	SOURCES OF FUNDS (SEE INSTRUCTIONS): <b>OO</b>	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION: <b>Delaware</b>	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER: <b>0 shares</b>
	8	SHARED VOTING POWER: <b>0 shares</b>
	9	SOLE DISPOSITIVE POWER: <b>0 shares</b>
	10	SHARED DISPOSITIVE POWER: <b>0 shares</b>
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: <b>0 shares</b>	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): <b>0%</b>	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) <b>PN</b>	

1	NAME OF REPORTING PERSONS: <b>Apollo International Management GP, LLC</b>	
	I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY:	
4	SOURCES OF FUNDS (SEE INSTRUCTIONS): <b>OO</b>	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION: <b>Delaware</b>	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER: <b>0 shares</b>
	8	SHARED VOTING POWER: <b>0 shares</b>
	9	SOLE DISPOSITIVE POWER: <b>0 shares</b>
	10	SHARED DISPOSITIVE POWER: <b>0 shares</b>
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: <b>0 shares</b>	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): <b>0%</b>	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) <b>OO</b>	

1	NAME OF REPORTING PERSONS: <b>Apollo Management Holdings, L.P.</b>	
	I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY:	
4	SOURCES OF FUNDS (SEE INSTRUCTIONS): <b>OO</b>	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION: <b>Delaware</b>	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER: <b>0 shares</b>
	8	SHARED VOTING POWER: <b>0 shares</b>
	9	SOLE DISPOSITIVE POWER: <b>0 shares</b>
	10	SHARED DISPOSITIVE POWER: <b>0 shares</b>
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: <b>0 shares</b>	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): <b>0%</b>	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) <b>PN</b>	

1	<b>NAME OF REPORTING PERSONS:</b>  <b>Apollo Management Holdings GP, LLC</b>  <b>I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)</b>	
2	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS):</b> (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	<b>SEC USE ONLY:</b>	
4	<b>SOURCES OF FUNDS (SEE INSTRUCTIONS):</b>  <b>OO</b>	
5	<b>CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e):</b>  <input type="checkbox"/>	
6	<b>CITIZENSHIP OR PLACE OF ORGANIZATION:</b>  <b>Delaware</b>	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	7	<b>SOLE VOTING POWER:</b>  <b>0 shares</b>
	8	<b>SHARED VOTING POWER:</b>  <b>0 shares</b>
	9	<b>SOLE DISPOSITIVE POWER:</b>  <b>0 shares</b>
	10	<b>SHARED DISPOSITIVE POWER:</b>  <b>0 shares</b>
11	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON:</b>  <b>0 shares</b>	
12	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS):</b>  <input type="checkbox"/>	
13	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11):</b>  <b>0%</b>	
14	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b>  <b>OO</b>	

This terminating Amendment No. 1 to Schedule 13D supplements and amends the Statement on Schedule 13D filed on October 26, 2009 (as amended hereby, this "Statement") by the Reporting Persons with respect to the common stock, par value \$0.01 (the "Common Stock") of Huntsman Corporation, a corporation incorporated under the laws of Delaware (the "Issuer"). Unless otherwise indicated, each capitalized term used by not otherwise defined herein shall have the meaning assigned to such term in the Statement on Schedule 13D filed on October 26, 2009.

Responses to each item of this Amendment No. 1 to Schedule 13D are incorporated by reference into the response to each other item, as applicable.

**ITEM 1. Security and Issuer**

**ITEM 2. Identity and Background**

**ITEM 3. Source and Amount of Funds or Other Consideration**

**ITEM 4. Purpose of Transaction**

**ITEM 5. Interest in Securities of the Issuer**

As a result of the transaction described in Item 6 below, as of the date of this Statement, none of the Reporting Persons beneficially owns any shares of Common Stock. Because the Reporting Persons ceased to beneficially own more than five percent of the Common Stock on January 11, 2010, the reporting obligations of the Reporting Persons pursuant to Section 13(d) of the Exchange Act have terminated.

**ITEM 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer**

Pursuant to a Purchase and Sale Agreement dated as of January 10, 2010 (the "Purchase and Sale Agreement"), on January 11, 2010, the Apollo Partnerships sold all of the Notes held by them to the Issuer in a private transaction, for an aggregate sale price of \$382,311,111.13, broken down as follows: AIF VI, \$200,438,825.75; Overseas 892, \$56,040,118.40; Overseas VI, \$54,695,810.07; Overseas Delaware, \$22,654,631.34; Overseas Germany, \$692,836.68; Co-Invest VI, \$47,788,888.89. A copy of the Purchase and Sale Agreement is filed herewith as Exhibit 5 to this Statement, and is incorporated herein by reference.

Other than as disclosed herein, no transactions in the Common Stock were effected by the Reporting Persons during the preceding 60 days.

**ITEM 7. Material to be Filed as Exhibits**

<u>Exhibit</u>	<u>Description</u>
5	Purchase and Sale Agreement, dated January 10, 2010, by and among Huntsman Corporation and the Apollo Partnerships

**SIGNATURES**

After reasonable inquiry and to the best knowledge and belief of each of the undersigned, each of the undersigned certifies that the information set forth in this statement with respect to such person is true, complete and correct.

Dated: January 12, 2010

**APOLLO INVESTMENT FUND VI, L.P.**

By: Apollo Advisors VI, L.P.,  
its general partner

By: Apollo Capital Management VI, LLC,  
its general partner

By:                     /s/ LAURIE D. MEDLEY                      
Name: **Laurie D. Medley**  
Title: **Vice President**

**APOLLO OVERSEAS PARTNERS VI, L.P.**

By: Apollo Advisors VI, L.P.,  
its managing general partner

By: Apollo Capital Management VI, LLC,  
its general partner

By:                     /s/ LAURIE D. MEDLEY                      
Name: **Laurie D. Medley**  
Title: **Vice President**

**APOLLO OVERSEAS PARTNERS  
(DELAWARE) VI, L.P.**

By: Apollo Advisors VI, L.P.,  
its general partner

By: Apollo Capital Management VI, LLC,  
its general partner

By:                     /s/ LAURIE D. MEDLEY                      
Name: **Laurie D. Medley**  
Title: **Vice President**

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**APOLLO OVERSEAS PARTNERS  
(DELAWARE 892) VI, L.P.**

By: Apollo Advisors VI, L.P.,  
its general partner

By: Apollo Capital Management VI, LLC,  
its general partner

By:           /s/ LAURIE D. MEDLEY            
Name: **Laurie D. Medley**  
Title: **Vice President**

**APOLLO OVERSEAS PARTNERS  
(GERMANY) VI, L.P.**

By: Apollo Advisors VI, L.P.,  
its managing general partner

By: Apollo Capital Management VI, LLC,  
its general partner

By:           /s/ LAURIE D. MEDLEY            
Name: **Laurie D. Medley**  
Title: **Vice President**

**APOLLO ADVISORS VI, L.P.**

By: Apollo Capital Management VI, LLC,  
its general partner

By:           /s/ LAURIE D. MEDLEY            
Name: **Laurie D. Medley**  
Title: **Vice President**

**APOLLO CAPITAL MANAGEMENT VI, LLC**

By:           /s/ LAURIE D. MEDLEY            
Name: **Laurie D. Medley**  
Title: **Vice President**



**APOLLO PRINCIPAL HOLDINGS I, L.P.**

By: Apollo Principal Holdings I GP, LLC,  
its general partner

By: \_\_\_\_\_ /s/ JOHN J. SUYDAM  
Name: **John J. Suydam**  
Title: **Vice President**

**APOLLO PRINCIPAL HOLDINGS I GP, LLC**

By: \_\_\_\_\_ /s/ JOHN J. SUYDAM  
Name: **John J. Suydam**  
Title: **Vice President**

**APOLLO MANAGEMENT VI, L.P.**

By: AIF VI Management, LLC  
its general partner

By: \_\_\_\_\_ /s/ LAURIE D. MEDLEY  
Name: **Laurie D. Medley**  
Title: **Vice President**

**AIF VI MANAGEMENT, LLC**

By: \_\_\_\_\_ /s/ LAURIE D. MEDLEY  
Name: **Laurie D. Medley**  
Title: **Vice President**

**APOLLO MANAGEMENT, L.P.**

By: Apollo Management GP, LLC  
its general partner

By: \_\_\_\_\_ /s/ LAURIE D. MEDLEY  
Name: **Laurie D. Medley**  
Title: **Vice President**

**APOLLO MANAGEMENT GP, LLC**

By: \_\_\_\_\_ /s/ LAURIE D. MEDLEY  
Name: Laurie D. Medley  
Title: Vice President

**AAA GUARANTOR - CO-INVEST VI, L.P.**

By: AAA MIP Limited,  
its general partner

By: Apollo Alternative Assets, L.P.,  
its investment manager

By: Apollo International Management, L.P.,  
its managing general partner

By: Apollo International Management GP, LLC, its  
general partner

By: \_\_\_\_\_ /s/ LAURIE D. MEDLEY  
Name: Laurie D. Medley  
Title: Vice President

**AAA MIP LIMITED**

By: Apollo Alternative Assets, L.P.,  
its investment manager

By: Apollo International Management, L.P.,  
its managing general partner

By: Apollo International Management GP, LLC, its general  
partner

By: \_\_\_\_\_ /s/ LAURIE D. MEDLEY  
Name: Laurie D. Medley  
Title: Vice President

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**APOLLO ALTERNATIVE ASSETS, L.P.**

By: Apollo International Management, L.P.,  
its managing general partner

By: Apollo International Management GP, LLC, its general  
partner

By: \_\_\_\_\_ /s/ LAURIE D. MEDLEY  
Name: Laurie D. Medley  
Title: Vice President

**APOLLO INTERNATIONAL MANAGEMENT, L.P.**

By: Apollo International Management GP, LLC  
its general partner

By: \_\_\_\_\_ /s/ LAURIE D. MEDLEY  
Name: Laurie D. Medley  
Title: Vice President

**APOLLO INTERNATIONAL MANAGEMENT GP, LLC**

By: \_\_\_\_\_ /s/ LAURIE D. MEDLEY  
Name: Laurie D. Medley  
Title: Vice President

**APOLLO MANAGEMENT HOLDINGS, L.P.**

By: Apollo Management Holdings GP, LLC  
its general partner

By: \_\_\_\_\_ /s/ JOHN J. SUYDAM  
Name: John J. Suydam  
Title: Vice President

**APOLLO MANAGEMENT HOLDINGS GP, LLC**

By: \_\_\_\_\_ /s/ JOHN J. SUYDAM  
Name: John J. Suydam  
Title: Vice President

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**EXHIBIT INDEX**

<u>Exhibit</u>	<u>Description</u>
1	Joint Filing Agreement, dated October 23, 2009, among the Reporting Persons (previously filed)
2	Note Purchase Agreement, dated December 23, 2008, by and among Huntsman Corporation and Apollo Investment Fund VI, L.P. and certain of its affiliates (incorporated by reference to Exhibit 10.1 of the Current Report on Form 8-K filed by Huntsman Corporation on December 23, 2008)
3	Registration Rights Agreement, dated December 23, 2008, by and among Huntsman Corporation and Apollo Investment Fund VI, L.P. and certain of its affiliates (incorporated by reference to Exhibit 10.2 of the Current Report on Form 8-K filed by Huntsman Corporation on December 23, 2008)
4	Voting and Standstill Agreement, dated December 23, 2008, by and among Huntsman Corporation and Apollo Investment Fund VI, L.P. and certain other parties (incorporated by reference to Exhibit 10.3 of the Current Report on Form 8-K filed by Huntsman Corporation on December 23, 2008)
5	Purchase and Sale Agreement, dated January 10, 2010, by and among Huntsman Corporation and the Apollo Partnerships

**PURCHASE AND SALE AGREEMENT** (this "Agreement"), dated as of January 10, 2010, by and among Huntsman Corporation, a Delaware corporation ("Issuer"), and the counterparties listed in Schedule 1 hereto (each a "Seller" and collectively, the "Sellers").

WHEREAS, each Seller is the record and beneficial owner of the principal amount of 7% Convertible Senior Notes due 2018 (the "Notes") issued by Issuer set forth next to such Seller's name on Schedule 1 hereto (the "Subject Owned Notes"); and

WHEREAS, on the terms and conditions set forth in this Agreement, Issuer desires to repurchase from each Seller, and each Seller desires to sell to Issuer, such Seller's Subject Owned Notes for the respective purchase price set forth on Schedule 1 hereto (the "Note Consideration").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, agreements and warranties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Purchase and Sale.

(a) Subject to the terms and conditions herein set forth, Issuer agrees to repurchase from each Seller, and each Seller agrees to sell to Issuer, all of such Seller's Subject Owned Notes, in exchange for the applicable Note Consideration, such purchase and sale to occur no later than 1:00 p.m. New York City time on January 12, 2010 (the "Closing"), it being understood that the parties shall use commercially reasonable efforts to consummate the Closing on January 11, 2010. In the event that one or more Sellers fails to deliver the Subject Owned Notes in accordance with Section 1(c), Issuer shall have no obligation to purchase any Notes. The Closing shall take place in person or electronically, at a place as the parties shall mutually agree.

(b) At the Closing, Issuer shall deliver to each Seller the applicable Note Consideration by wire transfer in immediately available funds to the account designated by such Seller on Schedule 2 hereto. Upon payment of the Note Consideration, all obligations with respect to such Notes shall be deemed fully satisfied.

(c) At the Closing, each Seller shall deliver to the Issuer certificates representing the principal amount of the Notes set forth next to such Seller's name on Schedule 1 hereto, duly endorsed for transfer to Issuer, free and clear of any and all liens, encumbrances, claims, security interests and other legal or equitable encumbrances of any nature whatsoever.

2. Representations and Warranties of Issuer. Issuer hereby represents and warrants to each Seller as follows:

(a) Due Organization; Authorization. Issuer (i) is a corporation duly organized under the laws of the State of Delaware, and has the power and authority to enter into this Agreement and to carry out its obligations hereunder, (ii) the execution and delivery of this Agreement by Issuer and the consummation by Issuer of the transactions contemplated hereby have been duly authorized by all necessary action on the part of

Issuer and (iii) this Agreement has been duly executed and delivered by Issuer and constitutes a valid and legally binding obligation of Issuer, and is enforceable against Issuer in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, reorganization or other laws affecting the enforcement of creditors rights generally or by general equitable principles.

(b) Noncontravention. Neither the execution and delivery of this Agreement, consummation of the transactions contemplated hereby, nor compliance with the terms, conditions or provisions of this Agreement, will violate any of the terms, conditions or provisions of Issuer's organizational documents, or any law or judgment, order or decree of any governmental authority applicable to Issuer.

3. Representations and Warranties of Sellers. Each Seller hereby represents and warrants to Buyer as follows:

(a) Due Organization; Authorization. Such Seller is (i) an entity duly organized under the laws of the jurisdiction of its incorporation or formation, and has the power and authority to enter into this Agreement and to carry out its obligations hereunder, (ii) the execution and delivery of this Agreement by such Seller and the consummation by such Seller of the transactions contemplated hereby have been duly authorized by all necessary action on the part of such Seller and (iii) this Agreement has been duly executed and delivered by such Seller and constitutes a valid and legally binding obligation of such Seller, and is enforceable against such Seller in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, reorganization or other laws affecting the enforcement of creditors rights generally or by general equitable principles.

(b) Noncontravention. Neither the execution and delivery of this Agreement, consummation of the transactions contemplated hereby, nor compliance with the terms, conditions or provisions of this Agreement, will be a violation of any of the terms, conditions or provisions of such Seller's organizational documents.

(c) Title. Such Seller has good and valid title to the Subject Owned Notes set forth opposite its name on Schedule 1, free and clear of any and all liens, encumbrances, claims, security interests and other legal or equitable encumbrances of any nature whatsoever.

(d) The Note Consideration has been mutually negotiated by the parties.

4. Acknowledgment of Sellers. Each Seller acknowledges that Issuer is the issuer of the Notes. Each Seller also understands and acknowledges that, for this and other reasons, Issuer has access to (and may be or is in possession of) information about Issuer and the Notes (which may include material, non-public information) that may be or is material and superior to the information available to such Seller, that such Seller does not have such access to such information, and that Issuer is not sharing any such information with such Seller. Each Seller acknowledges that it is selling the Notes to Issuer without any reliance on Issuer or any of Issuer's representatives. Each Seller represents to Issuer that such Seller, together with such

Seller's professional advisers, is a sophisticated investor with respect to the Notes and Issuer, and is capable of evaluating the risks associated with a transaction involving the Notes and Issuer, including the risk of transacting on the basis of inferior information, and that such Seller is capable of sustaining any loss resulting therefrom without material injury.

5. Survival. The representations and warranties of the parties shall survive the consummation of the transactions contemplated hereby forever.

6. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective legal successors and permitted assigns. No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any person or entity other than the parties and their respective legal successors and permitted assigns. No party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of (i) in the case of the Sellers, Buyer, and (ii) in the case of Buyer, each Seller.

7. Notices. Any notice or other communication provided for herein or given hereunder to a party shall be in writing and shall be given by delivery, by telex, telecopier or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective parties as follows:

If to Issuer:

Huntsman Corporation  
500 Huntsman Way  
Salt Lake City, Utah 84108  
Facsimile: (801) 584-5782  
Attention: General Counsel

If to Sellers:

c/o Apollo Global Management  
One Manhattanville Road  
Suite 201  
Purchase, New York 10577  
Attention: General Counsel  
Facsimile: (646) 607-0539

with a copy to:

Wachtell, Lipton, Rosen & Katz  
51 West 52<sup>nd</sup> Street  
New York, New York 10019  
Attention: Andrew J. Nussbaum  
Benjamin M. Roth  
Facsimile: (212) 403-2269

or to such other address with respect to a party as such party shall notify the other in writing.

8. Waiver. No party may waive any of the terms or conditions of this Agreement, nor may this Agreement be amended or modified, except by a duly signed writing referring to the specific provision to be waived, amended or modified. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

9. Entire Agreement; Captions; Counterparts. This Agreement constitutes the entire agreement, and supersedes all other prior agreements and understandings, both written and oral, among the parties and their affiliates with respect to the subject matter hereof. The Section and Paragraph captions herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. This Agreement shall become effective when each party shall have received counterparts hereof signed by each of the other parties.

10. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE CONFLICTS OF LAW RULES OF SUCH STATE.

11. Jurisdiction; Venue; Services of Process. Each of the parties hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York or any New York State court sitting in New York City, so long as one of such courts shall have subject matter jurisdiction over such suit, for any proceeding arising out of or relating to this Agreement and the transactions contemplated hereby (and agrees not to commence any proceeding relating thereto except in such courts), and further agrees that service of any process, summons, notice or document by U.S. registered mail to its respective address set forth in this Agreement shall be effective service of process for any proceeding brought against it in any such court. Each of the parties hereby irrevocably and unconditionally waives any objection to the laying of venue of any proceeding arising out of this Agreement or the transactions contemplated hereby in the United States District Court for the Southern District of New York or any New York State court sitting in New York City, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such proceeding brought in any such court has been brought in an inconvenient forum. Each of the parties agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

12. Waivers of Jury Trial. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.



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13. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party.

*[Signature Page to Follow]*

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the day and year first executed.

**HUNTSMAN CORPORATION**

By: /s/ John R. Heskett

Name: John R. Heskett

Title: Vice President

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**APOLLO INVESTMENT FUND VI, L.P.**

By: Apollo Advisors VI, L.P.,  
its general partner

By: Apollo Capital Management VI, LLC,  
its general partner

By: /s/ Laurie Medley

Name: Laurie Medley

Title: Vice President

**APOLLO OVERSEAS PARTNERS VI, L.P.**

By: Apollo Advisors VI, L.P.,  
its managing general partner

By: Apollo Capital Management VI, LLC,  
its general partner

By: /s/ Laurie Medley

Name: Laurie Medley

Title: Vice President

**APOLLO OVERSEAS PARTNERS  
(DELAWARE) VI, L.P.**

By: Apollo Advisors VI, L.P.,  
its general partner

By: Apollo Capital Management VI, LLC,  
its general partner

By: /s/ Laurie Medley

Name: Laurie Medley

Title: Vice President

---

**APOLLO OVERSEAS PARTNERS  
(DELAWARE 892) VI, L.P.**

By: Apollo Advisors VI, L.P.,  
its general partner

By: Apollo Capital Management VI, LLC,  
its general partner

By: /s/ Laurie Medley

Name: Laurie Medley

Title: Vice President

**APOLLO OVERSEAS PARTNERS  
(GERMANY) VI, L.P.**

By: Apollo Advisors VI, L.P.,  
its managing general partner

By: Apollo Capital Management VI, LLC,  
its general partner

By: /s/ Laurie Medley

Name: Laurie Medley

Title: Vice President

**AAA GUARANTOR - CO-INVEST VI, L.P.**

By: AA MIP Limited, its general partner

By: Apollo Alternative Assets, L.P.,  
its investment manager

By: Apollo Alternative Assets GP Limited,  
its general partner

By: /s/ Laurie Medley

Name: Laurie Medley

Title: Vice President