

**THE COMPANIES ACT 1985**  
**COMPANY LIMITED BY SHARES**  
**WRITTEN RESOLUTION**  
**OF**  
**VANTICO HOLDING LIMITED**  
**(the Company)**

The sole member of the Company passes the following resolutions:

That:

1. **Assistance Documents**

- (a) subject to compliance with sections 155-158 of the Companies Act 1985 (the **Act**), the execution by the Company or, entry into, the documents listed in paragraphs (i) to (vii) below:
- (i) a note indenture and note guarantee (the **Note Indenture**) between amongst others, Huntsman Advanced Materials LLC, the Company and Wells Fargo Bank Minnesota, National Association pursuant to which the Company would:
- (A) be limited in its ability to: incur additional debt; pay dividends, redeem stock or make other distributions; make certain other restricted payments; issue capital stock; make certain investments; create liens; enter into transactions with affiliates; enter into sale and leaseback transactions; merge or consolidate; and transfer and sell assets; and
- (B) irrevocably guarantee, on a senior basis, the punctual payment of principal, of premium (if any) and of interest on notes issued under the Note Indenture (the **Notes**) and all other obligations of Huntsman Advanced Materials LLC (the **Buyer**) and the other guarantors of the Notes;
- (ii) a joinder agreement in relation to a purchase agreement between, inter alios, Deutsche Bank Securities Inc. and UBS Securities LLC (together, the Initial Purchasers) (the joinder agreement and the purchase agreement together, the **Purchase Agreement**), pursuant to which the Company would accede to the Purchase Agreement and thereby make certain factual representations, agree to pay certain costs and expenses and provide an indemnity to the purchasers named therein for liabilities arising as a result of misstatements of fact contained in the offering memorandum (or preliminary version thereof) published in connection with the issuance of the Notes;

- (iii) a registration rights agreement (the **Registration Rights Agreement**) between the Buyer, Deutsche Bank Securities Inc., UBS Securities LLC and the guarantors (as defined therein) pursuant to which the Company would be required to use its reasonable best efforts, together with the Buyer and other subsidiaries of the Buyer which guarantee the Notes, to file a registration statement with SEC in respect of Exchange Notes (as defined in the Registration Rights Agreement) within 315 days of the issuance of the Notes, to cause such registration statement to become effective within 375 days of such issuance, and to consummate an exchange of the Exchange Notes for the Notes within 420 days of such issuance;
- (iv) a guarantee and debenture (the **Guarantee and Debenture**) between the Company and Deutsche Bank AG, New York Branch (the **Security Trustee**) as agent and trustee for the Secured Creditors (as defined therein) pursuant to which the Company would, inter alia:
  - (A) guarantee that the Company shall on demand pay and discharge to the Security Trustee in the currency in which the same falls due for payment, all moneys which are due and owing from any member of the Group (as defined therein) to any or all of the Senior Secured Creditors (as defined therein) pursuant to the terms of all or any of the Loan Documents (as defined therein);
  - (B) covenant with the Security Trustee and the other Second Priority Secured Creditors (as defined therein) that it shall on demand pay and discharge all Second Priority Secured Obligations (as defined therein) when due to the Security Trustee and the other Second Priority Secured Creditors; and
  - (C) grant as continuing security for the payment and discharge of the Secured Obligations (as defined therein) certain fixed and floating charges;
- (v) a security trust deed (the **Security Trust Deed**) between Deutsche Bank AG, New York branch as security trustee, Deutsche Bank AG, New York Branch as collateral agent, Vantico Limited, Huntsman Advanced Materials (Belgium) BVBA and the Company;
- (vi) a pledge agreement relating to the shares in Vantico S.r.l. together between Huntsman Advanced Materials (Belgium) BVBA, the Company and Deutsche Bank AG, New York branch;
- (vii) a share pledge agreement in respect of the shares in Vantico N.V. between Huntsman Advanced Materials (Belgium) BVBA, the Company and Deutsche Bank AG, New York branch;
- (viii) an intercreditor and collateral agency agreement (the **Intercreditor Agreement**) between amongst others the Buyer, the Company, Deutsche Bank AG, New York Branch, Wells Fargo Bank Minnesota, National Association and certain subsidiaries of Huntsman Advanced Materials LLC named therein pursuant to which, inter alia, the proceeds generated by the enforcement of security interests in assets of the Company would be applied to repay or prepay certain indebtedness of the Company and others pursuant to priorities determined by the agreement, and not at the discretion of the Company,

(together the **Assistance Documents**), be and are hereby approved;

- (b) the execution, delivery and performance of the Assistance Documents is in the best interests and to the commercial benefit and advantage of the Company and the approval of the Company to enter into and perform such Assistance Documents is given notwithstanding that the Company might be held to be giving financial assistance for the purposes of sections 151 and 152 of the Act;
- (c) the directors provide for the execution on behalf of the Company of the Assistance Documents in the form of the drafts produced to the meeting initialled by the chairman for the purposes of identification with such amendments as the persons authorised to execute the same may approve; and
- (d) this resolution shall have effect notwithstanding any provision of the Company's articles of association; and

## 2. **Subsidiary Assistance Documents**

- (a) subject to compliance with sections 155-158 of the Companies Act 1985, the execution by the Vantico Limited (the wholly-owned subsidiary of the Company) or, entry into, the documents listed in paragraphs (i) to (vi) below:
  - (i) the Note Indenture pursuant to which Vantico Limited would:
    - (A) be limited in its ability to: incur additional debt; pay dividends, redeem stock or make other distributions; make certain other restricted payments; issue capital stock; make certain investments; create liens; enter into transactions with affiliates; enter into sale and leaseback transactions; merge or consolidate; and transfer and sell assets; and
    - (B) irrevocably guarantee, on a senior basis, the punctual payment of principal, of premium (if any) and of interest on the Notes and all other obligations of the Buyer and the other guarantors of the Notes;
  - (ii) the Purchase Agreement, pursuant to which Vantico Limited would make certain factual representations, agree to pay certain costs and expenses and provide an indemnity to the purchasers named therein for liabilities arising as a result of misstatements of fact contained in the offering memorandum (or preliminary version thereof) published in connection with the issuance of the Notes;
  - (iii) the Registration Rights Agreement pursuant to which Vantico Limited would be required to use its reasonable best efforts, together with the Buyer and other subsidiaries of the Buyer which guarantee the Notes, to file a registration statement with SEC in respect of Exchange Notes (as defined in the Registration Rights Agreement) within 315 days of the issuance of the Notes, to cause such registration statement to become effective within 375 days of such issuance, and to consummate an exchange of the Exchange Notes for the Notes within 420 days of such issuance;
  - (iv) the Guarantee and Debenture pursuant to which Vantico Limited would, inter alia:
    - (A) guarantee that Vantico Limited shall on demand pay and discharge to the Security Trustee in the currency in which the same falls due for payment, all moneys which are due and owing from any member of the Group (as defined therein) to any or all of the Senior Secured Creditors pursuant to the terms of all or any of the Loan Documents (as defined therein);

- (B) covenant with the Security Trustee and the other Second Priority Secured Creditors (as defined therein) that it shall on demand pay and discharge all Second Priority Secured Obligations (as defined therein) when due to the Security Trustee and the other Second Priority Secured Creditors; and
- (C) grant as continuing security for the payment and discharge of the Secured Obligations (as defined therein) certain fixed and floating charges;
- (v) the Security Trust Deed pursuant to which, inter alia, the proceeds generated by the enforcement of security interests in assets of Vantico Limited would be applied to repay or prepay certain indebtedness of Vantico Limited and others pursuant to priorities determined by the agreement and not in the discretion of Vantico Limited; and
- (vi) the Intercreditor Agreement pursuant to which the proceeds generated by the enforcement of security interests in assets of Vantico Limited would be applied to repay or prepay certain indebtedness of Vantico Limited pursuant to priorities determined by the agreement, and not at the discretion of Vantico Limited,

(together the **Subsidiary Assistance Documents**), be and are hereby approved;

- (b) the execution, delivery and performance of the **Subsidiary Assistance Documents** is in the best interests and to the commercial benefit and advantage of the Company and the approval of the Company for Vantico Limited to enter into and perform such **Subsidiary Assistance Documents** is given notwithstanding that Vantico Limited might be held to be giving financial assistance for the purposes of sections 151 and 152 of the Act; and

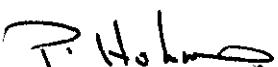
### 3. **Change to Articles of Association**

the following new Article 3(4) be included after Article 3(3) of the Articles of Association of the Company:

"Notwithstanding any provision of these Articles, a share registered in the name of "Huntsman Advanced Materials (Belgium) BVBA" or any of the persons referred to in subparagraph (i) or (ii) below, in respect of which Huntsman Advanced Materials (Belgium) BVBA has granted to a person a mortgage, charge, lien, pledge, hypothecation, trust or power as security for the payment and discharge of all or any moneys and liabilities (**the Security Interest**) may be transferred to:

- (i) a person entitled to the benefit of that Security Interest (**the Mortgagee**), or acting as agent, trustee or nominee for the Mortgagee; or
- (ii) a person who, as a result of the exercise of the Mortgagee's rights under that Security Interest, purchases the share from Huntsman Advanced Materials (Belgium) BVBA or the Mortgagee, or a person acting as agent, trustee or nominee for the Mortgagee,

and the directors must register such transfer on receiving a request to register the transfer subject only to it being duly stamped or adjudicated not chargeable to stamp duty."

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 For Vantico International s.a.r.l.

Date: 30 June 2003