

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM S-8

**REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933**

HUNTSMAN CORPORATION

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation or organization)

42-1648585
(I.R.S. Employer
Identification Number)

**10003 Woodloch Forest Drive
The Woodlands, Texas 77380
(281) 719-6000**

(Address of principal executive offices, including zip code)

Huntsman Corporation 2016 Stock Incentive Plan
(Full title of the plan)

David M. Stryker
Executive Vice President, General Counsel and Secretary
10003 Woodloch Forest Drive
The Woodlands, Texas 77380

(Name and address of agent for service)

(281) 719-6000

(Telephone number, including area code, of agent for service)

Copies to:

David C. D'Alessandro
Vinson & Elkins, L.L.P.
2001 Ross Avenue, Suite 3700
Dallas, Texas 75201
(214) 220-7700

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/> (Do not check if a smaller reporting company)	Smaller reporting company	<input type="checkbox"/>

CALCULATION OF REGISTRATION FEE

Title of Securities To Be Registered	Amount To Be Registered	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price	Amount Of Registration Fee
Common Stock, \$0.01 par value	8,225,000 (1) \$	14.915 (2) \$	122,675,875 (2) \$	12,354

(1) Pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the "Securities Act"), this Registration Statement (as defined below) shall also cover any additional shares of Common Stock (as defined below) that may become issuable by reason of any stock dividend, stock split, recapitalization or other transaction pursuant to the adjustment and antidilution provisions of the the Huntsman Corporation 2016 Stock Incentive Plan, as amended from time to time (the "Plan").

(2) Pursuant to Rule 457(c) and Rule 457(h)(1) under the Securities Act, the proposed maximum offering price per share and the proposed maximum aggregate offering price are based on the average of the high and low sale prices per share of our common stock, \$0.01 par value, (the "Common Stock") as reported on the New York Stock Exchange on May 25, 2016.

PART I

INFORMATION REQUIRED IN SECTION 10(A) PROSPECTUS

In accordance with Rule 428 under the Securities Act and the instructional note to Part I of Form S-8, the information specified in Part I of Form S-8 has been

omitted from the filing of this registration statement (“Registration Statement”). The documents containing the information specified in Part I of Form S-8 will be sent or given to participating employees as specified by Rule 428(b)(1) of the Securities Act. Such documents and the documents incorporated by reference herein pursuant to Item 3 of Part II hereof, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents filed by us with the Securities and Exchange Commission (the “Commission”) pursuant to the Securities Exchange Act of 1934, as amended (the “Exchange Act”), are incorporated by reference into this Registration Statement and will be deemed to be a part hereof:

- our annual report on Form 10-K for the fiscal year ended December 31, 2015;
- our quarterly report on Form 10-Q for the fiscal quarter ended March 31, 2016;
- our current reports on Form 8-K (excluding any information furnished under Items 2.02 or 7.01 thereof) filed on February 11, 2016, April 6, 2016, April 28, 2016, May 10, 2016, and May 11, 2016; and
- the description of our Common Stock included under the caption “Description of Capital Stock” contained in the prospectus forming part of our registration statement on Form S-1, as amended (Registration No. 333-120749), initially filed with the Commission on November 24, 2004, which description has been incorporated by reference in Item 1 of our registration statement on Form 8-A filed on February 9, 2005 (including any amendment or report filed for the purpose of updating such description).

All documents subsequently filed by us with the Commission pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act after the date of this Registration Statement, but prior to the filing of a post-effective amendment to this Registration Statement which indicates that all securities offered by this Registration Statement have been sold or which deregisters all such securities then remaining unsold, shall be deemed to be incorporated by reference into this Registration Statement; provided, however, that we are not incorporating by reference any information furnished (but not filed) under Item 2.02 or Item 7.01 of any current report on Form 8-K. Each document incorporated by reference into this Registration Statement shall be deemed to be a part of this Registration Statement from the date of filing of such document with the Commission until the information contained therein is superseded or updated by any subsequently filed document which is incorporated by reference into this Registration Statement or by any document which constitutes part of the prospectus relating to the Plan meeting the requirements of Section 10(a) of the Securities Act.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

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Item 6. Indemnification of Directors and Officers.

Section 145(a) of the General Corporation Law of the State of Delaware (the “DGCL”) authorizes a corporation, under certain circumstances, to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation), by reason of the fact that the person is or was an officer or director of such corporation, or is or was serving at the request of that corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation. With respect to any criminal action or proceeding, such indemnification is available if he had no reasonable cause to believe his conduct was unlawful.

Section 145(b) of the DGCL provides in relevant part that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys’ fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

The registrant’s Fourth Amended and Restated Bylaws (the “Bylaws”) provide for indemnification of each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a “proceeding”), by reason of the fact that he or she is or was a director or officer of the registrant, or, while a director or officer of the registrant, serves at the request of the registrant, as a director, officer, employee, trustee or agent of any corporation, partnership or other entity, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee, trustee or agent or in any other capacity while serving as a director, officer, employee, trustee or agent, and shall be indemnified and held harmless by the registrant to the fullest extent authorized by the DGCL, against all expense, liability and loss reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators.

Section 145 of the DGCL also empowers a corporation to purchase and maintain insurance on behalf of any person who is or was an officer or director of such corporation against liability asserted against or incurred by him in any such capacity, whether or not such corporation would have the power to indemnify such officer or director against such liability under the provisions of Section 145.

The Bylaws also provide that the registrant may maintain insurance, at the registrant’s expense, to protect itself and any person who is or was serving as a director, officer, employee or agent of the registrant or is or was serving at the request of the registrant as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the registrant would have the power to indemnify such person against such expense, liability or loss under the DGCL.

Section 102(b)(7) of the DGCL provides that a certificate of incorporation may contain a provision eliminating or limiting the personal liability of a director to the

corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, provided that such provision shall not eliminate or limit the liability of a director (a) for any breach of the director's duty of loyalty to the corporation or its stockholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) under Section 174 of the DGCL (relating to liability for unauthorized acquisitions or redemptions of, or dividends on, capital stock) or (d) for any transaction from which the director derived improper personal benefit. The Amended and Restated Certificate of Incorporation of the Registrant contains such a provision.

The registrant has also entered into customary indemnification agreements with its directors and some of its officers.

Item 7. Exemption from Registration Claimed.

Not applicable.

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Item 8. Exhibits.

Unless otherwise indicated below as being incorporated by reference to another filing of ours with the Commission, each of the following exhibits is filed herewith:

Exhibit Number	Description
4.1	Amended and Restated Certificate of Incorporation of Huntsman Corporation (incorporated by reference to Exhibit 3.1 to our current report on Form 8-K filed on May 8, 2014)
4.2	Fourth Amended and Restated Bylaws of Huntsman Corporation effective September 12, 2013 (incorporated by reference to Exhibit 3.1 to our current report on Form 8-K filed on September 12, 2013)
4.3	Huntsman Corporation 2016 Stock Incentive Plan (incorporated by reference to Exhibit 10.1 to our current report on Form 8-K filed on May 11, 2016)
4.4	Form of stock certificate for Huntsman Corporation (incorporated by reference to Exhibit 4.68 to amendment no. 3 to our registration statement on Form S-1 filed on February 8, 2005)
5.1*	Opinion of Vinson & Elkins LLP
23.1*	Consent of Deloitte & Touche LLP
23.2*	Consent of Vinson & Elkins LLP (included in Exhibit 5.1)
24.1*	Power of Attorney (set forth on the signature page contained in Part II of this Registration Statement)
99.1*	Form of Nonqualified Stock Option Agreement
99.2*	Form of Restricted Stock Agreement
99.3*	Form of Phantom Share Agreement
99.4*	Form of Stock Units Agreement for Outside Directors
99.5*	Form of Performance Share Unit Award Agreement
99.6*	Notice of Award of Common Stock

* Filed herewith.

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Item 9. Undertakings.

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

- (i) to include any prospectus required by Section 10(a)(3) of the Securities Act;
- (ii) to reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and
- (iii) to include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.

- (2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant

pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of The Woodlands, State of Texas on the 31st day of May 2016.

HUNTSMAN CORPORATION

By: /s/ Peter R. Huntsman
 Peter R. Huntsman
 President and Chief Executive Officer

POWER OF ATTORNEY

We, the undersigned, do hereby constitute and appoint Jon M. Huntsman, Peter R. Huntsman, J. Kimo Esplin and David M. Stryker and each of them, our true and lawful attorneys-in-fact and agents, to do any and all acts and things in our names and on our behalf in our capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or any of them, may deem necessary or advisable to enable said company to comply with the Securities Act and any rules, regulations and requirements of the Commission in connection with this Registration Statement, including specifically, but without limitation, the power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments) hereto; and we do hereby ratify and confirm all that said attorneys and agents, or any of them, shall do or cause to be done by virtue thereof.

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed by the following persons in the capacities indicated on the 31st day of May, 2016:

Signature	Capacity
<u>/s/ Jon M. Huntsman</u> Jon M. Huntsman	Executive Chairman of the Board and Director
<u>/s/ Peter R. Huntsman</u> Peter R. Huntsman	President, Chief Executive Officer and Director (Principal Executive Officer)
<u>/s/ J. Kimo Esplin</u> J. Kimo Esplin	Executive Vice President and Chief Financial Officer (Principal Financial Officer)
<u>/s/ Randy W. Wright</u> Randy W. Wright	Vice President and Controller (Principal Accounting Officer)
<u>/s/ Nolan D. Archibald</u> Nolan D. Archibald	Director
<u>/s/ Mary C. Beckerle</u> Mary C. Beckerle	Director
<u>/s/ M. Anthony Burns</u> M. Anthony Burns	Director
<u>/s/ Robert J. Margetts</u> Sir Robert J. Margetts	Director
<u>/s/ Wayne A. Reaud</u> Wayne A. Reaud	Director
<u>/s/ Alvin V. Shoemaker</u> Alvin V. Shoemaker	Director

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99.3*	Form of Phantom Share Agreement
99.4*	Form of Stock Units for Outside Directors
99.5*	Form of Performance Share Unit
99.6*	Notice of Award of Common Stock

* Filed herewith.

Vinson&Elkins

May 31, 2016

Huntsman Corporation
500 Huntsman Way
Salt Lake City, Utah 84108

Ladies and Gentlemen:

We have acted as counsel for Huntsman Corporation, a Delaware corporation (the "Company"), in connection with the Company's registration under the Securities Act of 1933, as amended (the "Act"), of the offer and sale of an aggregate of up to 8,225,000 shares of the Company's common stock, par value \$0.01 per share (the "Shares"), pursuant to the Company's registration statement on Form S-8 (the "Registration Statement") to be filed with the Securities and Exchange Commission (the "Commission") on May 31, 2016 which Shares may be issued from time to time in accordance with the terms of the Huntsman Corporation 2016 Stock Incentive Plan, as amended from time to time (the "Plan").

In reaching the opinions set forth herein, we have examined and are familiar with originals or copies, certified or otherwise identified to our satisfaction, of such documents and records of the Company and such statutes, regulations and other instruments as we deemed necessary or advisable for purposes of this opinion, including (i) the Registration Statement, (ii) certain resolutions adopted by the board of directors of the Company, (iii) the Plan, and (iv) such other certificates, instruments, and documents as we have considered necessary for purposes of this opinion letter. As to any facts material to our opinions, we have made no independent investigation or verification of such facts and have relied, to the extent that we deem such reliance proper, upon certificates of public officials and officers or other representatives of the Company.

We have assumed (i) the legal capacity of all natural persons, (ii) the genuineness of all signatures, (iii) the authority of all persons signing all documents submitted to us on behalf of the parties to such documents, (iv) the authenticity of all documents submitted to us as originals, (v) the conformity to authentic original documents of all documents submitted to us as copies, (vi) that all information contained in all documents reviewed by us is true, correct and complete, and (vii) that the Shares will be issued in accordance with the terms of the Plan.

Based on the foregoing and subject to the limitations set forth herein, and having due regard for the legal considerations we deem relevant, we are of the opinion that the Shares have been duly authorized and, when the Shares are issued by the Company in accordance with the terms of the Plan and the instruments executed pursuant to the Plan, as applicable, which govern the awards to which any Share relates, will be validly issued, fully paid and non-assessable.

This opinion is limited in all respects to the General Corporation Law of the State of Delaware. We express no opinion as to any other law or any matter other than as expressly set forth above, and no opinion as to any other law or matter may be inferred or implied herefrom. The opinions expressed herein are rendered as of the date hereof and we expressly disclaim any obligation to update this letter or advise you of any change in any matter after the date hereof.

Vinson & Elkins LLP Attorneys at Law
Abu Dhabi Austin Beijing Dallas Dubai Hong Kong Houston London
Moscow New York Palo Alto Riyadh Shanghai Tokyo Washington

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Dallas, TX 75201-2975
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V&E

This opinion letter may be filed as an exhibit to the Registration Statement. In giving this consent, we do not thereby admit that we come within the category of persons whose consent is required under Section 7 of the Act.

Very truly yours,

/s/ Vinson & Elkins L.L.P.

Vinson & Elkins L.L.P.

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-8 of our reports dated February 16, 2016, relating to the consolidated financial statements and financial statement schedules of Huntsman Corporation and subsidiaries (the "Company"), and the effectiveness of the Company's internal control over financial reporting, appearing in the Annual Report on Form 10-K of the Company for the year ended December 31, 2015.

/s/ DELOITTE & TOUCHE LLP

Houston, Texas
May 31, 2016

**HUNTSMAN CORPORATION
2016 STOCK INCENTIVE PLAN**

Nonqualified Stock Option Agreement

Grantee:

Date of Grant:

NQO Grant Number:

Exercise Price per Share:

Number of Option Shares Granted.

1. Notice of Grant. You are hereby granted pursuant to the Huntsman Corporation 2016 Stock Incentive Plan (the "Plan") an option ("Option") to purchase the number of shares of Common Stock of Huntsman Corporation (the "Company") set forth above, subject to the terms and conditions of the Plan and this Agreement. This Option is not intended to be an incentive stock option within the meaning of Section 422 of the Code.

2. Vesting and Exercise of Option. Subject to the further provisions of this Agreement, the Option shall become vested and may be exercised in accordance with the following schedule, by written notice to the Company at its principal executive office addressed to the attention of its Secretary (or such other officer or employee of the Company as the Company may designate from time to time):

Anniversary of Date of Grant	Cumulative Vested Percentage
x 1st	33 ¹ / ₃ %
2nd	66 ² / ₃ %
3rd	100 %

If your employment with the Company is terminated for any reason (including without limitation on account of death, disability, or retirement), the Option, to the extent vested on the date of your termination, may be exercised, at any time during the six month period following such termination, by you or by your guardian or legal representative (or by your estate or the person who acquires the Option by will or the laws of descent and distribution or otherwise by reason of the death of you if you die during such period), but in each case only as to the vested number of Option shares, if any, that you were entitled to purchase hereunder as of the date your employment so terminates. All Option shares that are not vested on your termination of employment shall be automatically cancelled and forfeited without payment upon your termination. For purposes of this Agreement, "employment with the Company" shall include being an employee or a director of, or a consultant to, the Company or an Affiliate.

There is no minimum or maximum number of Option shares that must be purchased upon exercise of the Option. Instead, the Option may be exercised, at any time and from time to time, to

purchase any number of Option shares that are then vested according to the provisions of this Agreement.

Notwithstanding any of the foregoing, the Option shall not be exercisable in any event after the expiration of 10 years from the above Date of Grant.

3. Change of Control. Upon a Change of Control, the provisions of Section 6(j)(ix) of the Plan shall apply.

4. Method of Payment. Payment of the aggregate Exercise Price for the Shares being purchased shall be by any of the following, or a combination thereof, at your election: (a) cash; (b) check; (c) consideration received by the Company under a cashless broker exercise program approved by the Company; (d) the withholding or "netting" of Shares having an aggregate Fair Market Value on the date of surrender equal to the aggregate Exercise Price of the Shares being purchased; or (e) any other lawful method of payment requested by the Grantee and approved by the Committee.

5. Nontransferability of Option. Without the express written consent of the Committee, which may be withheld for any reason in its sole discretion, this Option may not be transferred in any manner otherwise than by will or by the laws of descent or distribution and may be exercised during your lifetime only by you. The terms of the Plan and this Agreement shall be binding upon your executors, administrators, heirs, successors and assigns.

6. Withholding of Tax. To the extent that the exercise of the Option results in the receipt of compensation by you with respect to which the Company or a Subsidiary has a tax withholding obligation pursuant to applicable law, unless you elect to pay the amount of such obligations to the Company in cash, the Company or such Subsidiary shall withhold (or "net") such number of Shares otherwise payable to you as the Company or the Subsidiary may require to meet its withholding obligations under such applicable law; provided, that, the number of shares of Common Stock withheld shall be limited to the number of shares of Common Stock having an aggregate Fair Market Value on the date of withholding equal to the aggregate amount of tax withholding obligations determined based on the applicable minimum statutory tax withholding requirements (or, in the discretion of the Committee, the Fair Market Value of such shares of Common Stock may exceed the minimum statutory withholding requirement but may not be greater than the maximum statutory withholding requirement; provided that the exercise of such discretion by the Committee would not cause an Award otherwise classified as an equity award under ASC Topic 718 to be classified as a liability award under ASC Topic 718). No delivery of Shares shall be made pursuant to the exercise of the Option under this Agreement until you have paid or made arrangements approved by the Company or the Subsidiary to satisfy in full the applicable tax withholding requirements of the Company or Subsidiary.

7. Entire Agreement; Governing Law. The Plan is incorporated herein by reference. The Plan and this Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and you with respect to the subject matter hereof, and may not be modified materially adversely to your interest except by means of a writing signed by the Company and you. This Agreement is governed by the internal substantive laws, but not the choice of law rules, of the state of Delaware.

8. Amendment. Except as provided below, this Agreement may not be modified in any respect by any oral statement, representation or agreement by any employee, officer, or representative of the Company or by any written agreement which materially adversely affects your rights hereunder unless signed by you and by an officer of the Company who is expressly authorized by the Company to execute such document. This Agreement may, however, be amended as permitted by the terms of the Plan, as in effect on the date of this Agreement. Notwithstanding anything in the Plan or this Agreement to the contrary, if the Committee determines that the terms of this grant do not, in whole or in part, satisfy the requirements of Section 409A of the Code, the Committee, in its sole discretion, may unilaterally modify this Agreement in such manner as it

deems appropriate to comply with such section and any regulations or guidance issued thereunder.

9. General. You agree that this Option is granted under and governed by the terms and conditions of the Plan and this Agreement. In the event of any conflict, the terms of the Plan shall control. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Agreement.

HUNTSMAN CORPORATION

By: _____
Name: _____
Title: _____

GRANTEE

[Name]

**HUNTSMAN CORPORATION
2016 STOCK INCENTIVE PLAN**

Restricted Stock Agreement

Grantee:

Date of Grant:

Restricted Stock Grant Number:

Number of Restricted Shares Granted:

Notice of Grant. You are hereby granted pursuant to the Huntsman Corporation 2016 Stock Incentive Plan (the "Plan") the number of restricted shares of Common Stock ("Restricted Stock") of Huntsman Corporation (the "Company") set forth above, subject to the terms and conditions of the Plan and this Agreement.

Vesting of Restricted Stock. Subject to the further provisions of this Agreement, the shares of Restricted Stock shall become vested in accordance with the following schedule:

Anniversary of Date of Grant	Cumulative Vested Percentage
1st	33 ¹ / ₃ %
2nd	66 ² / ₃ %
3rd	100 %

Notwithstanding the above vesting schedule, all shares of Restricted Stock that are not vested on your termination of employment with the Company for any reason (including without limitation on account of death, disability, or retirement) shall be automatically cancelled and forfeited without payment upon your termination. For purposes of this Agreement, "employment with the Company" shall include being an employee or a director of, or a consultant to, the Company or an Affiliate.

Rights as Stockholder. From the Date of Grant, you shall have all rights of ownership in or with respect to the shares of Restricted Stock as a shareholder of the Company, including without limitation, voting rights; provided, however that dividends and distributions made on a share of Restricted Stock shall be held by the Company without interest until the Restricted Stock with respect to which the dividend or distribution was made becomes vested or is forfeited and then shall be paid to you (in cash or in Shares) at the time such Restricted Stock vests or forfeited, as the case may be.

Change of Control. Upon a Change of Control, the provisions of Section 6(j)(ix) of the Plan shall apply.

Issuance of Common Stock. At the Date of Grant, a certificate evidencing the shares of Restricted Stock shall be issued by the Company in your name. The certificate shall contain an

appropriate endorsement reflecting the forfeiture restrictions. The certificate shall be delivered upon issuance to the Secretary of the Company or to such other depository as may be designated by the Committee as a depository for safekeeping until the forfeiture of such Restricted Stock occurs or the vesting of the shares pursuant to the terms of the Plan and this Agreement. You shall, if required by the Committee, deliver to the Company a stock power, endorsed in blank, relating to the Restricted Stock. Upon vesting and satisfying all applicable tax withholding obligations, the Company shall cause a new certificate or certificates to be issued without legend restrictions (except for any legend required pursuant to applicable securities laws or any other agreement to which you are a party) in your name in exchange for the certificate evidencing the shares of Restricted Stock that have vested. In lieu of issuing a certificate, the Company may evidence such shares by book-entry or other appropriate method.

Nontransferability of Restricted Stock. You may not sell, transfer, pledge, exchange, hypothecate or dispose of shares of Restricted Stock or dividends or distributions related thereto in any manner. A breach of these terms of this Agreement shall cause a forfeiture of the shares of Restricted Stock and dividends or distributions related thereto.

Withholding of Tax. To the extent that the receipt or vesting of Restricted Stock (or any payment with respect to related dividends or distributions) results in the receipt of compensation by you with respect to which the Company or a Subsidiary has a tax withholding obligation pursuant to applicable law, unless you elect to pay the amount of such obligations to the Company in cash, the Company or such Subsidiary shall withhold (or "net") such number of Shares otherwise payable to you as the Company or the Subsidiary may require to meet its withholding obligations under such applicable law; provided, that, the number of shares of Common Stock withheld shall be limited to the number of shares of Common Stock having an aggregate Fair Market Value on the date of withholding equal to the aggregate amount of tax withholding obligations determined based on the applicable minimum statutory tax withholding requirements (or, in the discretion of the Committee, the Fair Market Value of such shares of Common Stock may exceed the minimum statutory withholding requirement but may not be greater than the maximum statutory withholding requirement; provided that the exercise of such discretion by the Committee would not cause an Award otherwise classified as an equity award under ASC Topic 718 to be classified as a liability award under ASC Topic 718). Notwithstanding the foregoing, to the extent any cash payments are made to you under this Agreement, tax withholding obligations related thereto will be withheld from such payments. No delivery of Shares or other payment shall be made pursuant to this Agreement until you have paid or made arrangements approved by the Company or the Subsidiary to satisfy in full the applicable tax withholding requirements of the Company or Subsidiary.

Entire Agreement; Governing Law. The Plan is incorporated herein by reference. The Plan and this Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and you with respect to the subject matter hereof, and may not be modified materially adversely to your interest except by means of a writing signed by the Company and you. This Agreement is governed by the internal substantive laws, but not the choice of law rules, of the state of Delaware.

Amendment. Except as provided below, this Agreement may not be modified in any respect by any oral statement, representation or agreement by any employee, officer, or representative of the Company or by any written agreement which materially adversely affects your rights hereunder unless signed by you and by an officer of the Company who is expressly authorized by the Company to execute such document. This Agreement may, however, be amended as permitted by the terms of the Plan, as in effect on the date of this Agreement. Notwithstanding anything in the Plan or this Agreement to the contrary, if the Committee determines that the terms of this grant do not, in whole or in part, satisfy the requirements of Section 409A of the Code, the Committee, in its sole discretion, may unilaterally modify this Agreement in such manner as it deems appropriate to comply with such section and any regulations or guidance issued thereunder.

General. You agree that the shares of Restricted Stock are granted under and governed by the terms and conditions of the Plan and this Agreement. In the event of any conflict, the terms of the Plan shall control. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Agreement.

HUNTSMAN CORPORATION

By: _____
Name: _____
Title: _____

GRANTEE

[Name]

**HUNTSMAN CORPORATION
2016 STOCK INCENTIVE PLAN**

Phantom Share Agreement

Grantee:

Date of Grant:

Phantom Share Grant Number:

Number of Phantom Shares Granted:

Notice of Grant. You are hereby granted pursuant to the Huntsman Corporation 2016 Stock Incentive Plan (the "Plan") the number of Phantom Shares of Huntsman Corporation (the "Company") set forth above, subject to the terms and conditions of the Plan and this Agreement.

Vesting of Phantom Shares. Subject to the further provisions of this Agreement, the Phantom Shares shall become vested in accordance with the following schedule:

Anniversary of Date of Grant	Cumulative Vested Percentage
1st	33 ¹ / ₃ %
2nd	66 ² / ₃ %
3rd	100 %

Notwithstanding the above vesting schedule, all Phantom Shares that are not vested on your termination of employment with the Company for any reason (including without limitation on account of death, disability, or retirement) shall be automatically cancelled and forfeited without payment upon your termination. For purposes of this Agreement, "employment with the Company" shall include being an employee or a director of, or a consultant to, the Company or an Affiliate.

DERs. During the period that a Phantom Share remains "outstanding" pursuant to this Agreement (i.e., prior to the time the Phantom Share becomes vested), an amount equivalent to the dividends and distributions made on a share of Common Stock during such period ("DERs") shall be held by the Company without interest until the Phantom Share becomes vested or is forfeited and then shall be paid to you (in cash or in Shares) at the time specified in Section 5 or forfeited, as the case may be.

Change of Control. Upon a Change of Control, the provisions of Section 6(j)(ix) of the Plan shall apply.

Issuance of Common Stock. On or as soon as administratively feasible, but not later than 30 days, following the vesting of the Phantom Shares, subject to Section 7 below, the Company, in its sole discretion, shall either: (a) cause Shares of Common Stock to be issued in your name without legend restrictions (except for any legend required pursuant to applicable securities laws

or any other agreement to which you are a party); (b) cause to be paid to you an amount of cash equal to the Fair Market Value of the Shares that would otherwise be issued to you; or (c) cause to be paid and issued to you a combination of cash and Shares which in combination equal the Fair Market Value of the Shares (on the vesting date) that would otherwise be issued to you; in each case in cancellation of the Phantom Shares that have vested; provided, however, in no event shall such payment or issuance of Shares be made prior to the first day such payment would not be subject to the additional tax imposed by Section 409A of the Code.

Nontransferability of Phantom Shares. You may not sell, transfer, pledge, exchange, hypothecate or dispose of Phantom Shares or DERs in any manner. A breach of these terms of this Agreement shall cause a forfeiture of the Phantom Shares and DERs.

Withholding of Tax. To the extent that the receipt or vesting of Phantom Shares (or DERs) or the issuance of shares of Common Stock with respect to Phantom Shares (or DERs) results in the receipt of compensation by you with respect to which the Company or a Subsidiary has a tax withholding obligation pursuant to applicable law, unless you elect to pay the amount of such obligations to the Company in cash, the Company or such Subsidiary shall withhold (or "net") such number of Shares otherwise payable to you as the Company or the Subsidiary may require to meet its withholding obligations under such applicable law; provided, that, the number of shares of Common Stock withheld shall be limited to the number of shares of Common Stock having an aggregate Fair Market Value on the date of withholding equal to the aggregate amount of tax withholding obligations determined based on the applicable minimum statutory tax withholding requirements (or, in the discretion of the Committee, the Fair Market Value of such shares of Common Stock may exceed the minimum statutory withholding requirement but may not be greater than the maximum statutory withholding requirement; provided that the exercise of such discretion by the Committee would not cause an Award otherwise classified as an equity award under ASC Topic 718 to be classified as a liability award under ASC Topic 718). Notwithstanding the foregoing, to the extent any cash payments are made to you under this Agreement, tax withholding obligations related thereto will be withheld from such payments. No delivery of Shares or other payment shall be made pursuant to this Agreement until you have paid or made arrangements approved by the Company or the Subsidiary to satisfy in full the applicable tax withholding requirements of the Company or Subsidiary.

Entire Agreement; Governing Law. The Plan is incorporated herein by reference. The Plan and this Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and you with respect to the subject matter hereof, and may not be modified materially adversely to your interest except by means of a writing signed by the Company and you. This Agreement is governed by the internal substantive laws, but not the choice of law rules, of the state of Delaware.

Amendment. Except as provided below, this Agreement may not be modified in any respect by any oral statement, representation or agreement by any employee, officer, or representative of the Company or by any written agreement which materially adversely affects your rights hereunder unless signed by you and by an officer of the Company who is expressly authorized by the Company to execute such document. This Agreement may, however, be amended as permitted by the terms of the Plan, as in effect on the date of this Agreement. Notwithstanding anything in

the Plan or this Agreement to the contrary, if the Committee determines that the terms of this grant do not, in whole or in part, satisfy the requirements of Section 409A of the Code, the Committee, in its sole discretion, may unilaterally modify this Agreement in such manner as it deems appropriate to comply with such section and any regulations or guidance issued thereunder.

General. You agree that the Phantom Shares are granted under and governed by the terms and conditions of the Plan and this Agreement. In the event of any conflict, the terms of the Plan shall control. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Agreement.

HUNTSMAN CORPORATION

By: _____
Name: _____
Title: _____

GRANTEE

[Name]

HUNTSMAN CORPORATION
2016 STOCK INCENTIVE PLAN

Stock Unit Agreement for Outside Directors

Grantee:

Date of Grant:

SUA Grant Number:

Number of Stock Units Granted:

1. Notice of Grant. You are hereby granted pursuant to the Huntsman Corporation 2016 Stock Incentive Plan (the "Plan") the number of Stock Units of Huntsman Corporation (the "Company") set forth above, subject to the terms and conditions of the Plan and this Agreement. A Stock Unit shall constitute a "Phantom Share" (within the meaning of the Plan) and shall represent an agreement by the Company to issue or transfer a share of the Company's Common Stock to the Participant at the time specified in Section 4 below, subject to the terms of the Plan and this Agreement.

2. DERs. During the period that a Stock Unit remains "outstanding" pursuant to this Agreement (i.e., prior to the time Shares are issued under Section 4 below), an amount equivalent to the dividends and distributions made on a share of Common Stock during such period ("DERs") shall be held by the Company without interest until the Stock Unit becomes payable or is forfeited and then shall be paid to you (in cash or in Shares) at the time specified in Section 4 or forfeited, as the case may be.

3. Change of Control. Upon a Change of Control, the provisions of Section 6(j)(ix) of the Plan shall apply.

4. Issuance of Common Stock. Upon your termination of employment with the Company for any reason, subject to Section 6 below, the Company shall cause Shares of Common Stock to be issued in your name without legend restrictions (except for any legend required pursuant to applicable securities laws or any other agreement to which you are a party) in cancellation of your Stock Units. The Shares shall be issued as soon as administratively feasible following your termination of employment with the Company, but not later than 30 days thereafter. For purposes of this Agreement, "employment with the Company" shall include being an employee or a director of, or a consultant to, the Company or an Affiliate.

5. Nontransferability of Stock Units. You may not sell, transfer, pledge, exchange, hypothecate or dispose of Stock Units or DERs in any manner. A breach of these terms of this Agreement shall cause a forfeiture of the Stock Units and DERs.

6. Withholding of Tax. You acknowledge that you will consult with your personal tax advisor regarding the applicable federal, state, local or foreign tax consequences that arise in connection with this Agreement, the Stock Units and related DERs and any settlement thereof. In order to comply with all applicable federal, state, local or foreign income tax laws or regulations, the Company may take such action as it deems appropriate to ensure that all applicable federal, state, local or foreign payroll, withholding, income or other taxes are withheld or collected from you, if and to the extent required by applicable law. You acknowledge and agree that you are solely

responsible for any and all federal, state, local or foreign payroll, withholding, income or other taxes ordinarily paid by you as a result of receiving compensation and are not relying on the Company to provide any guidance or advice regarding the tax consequences of this Agreement, the Stock Units and related DERs and any settlement thereof.

7. Entire Agreement; Governing Law. The Plan is incorporated herein by reference. The Plan and this Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and you with respect to the subject matter hereof, and may not be modified materially adversely to your interest except by means of a writing signed by the Company and you. This Agreement is governed by the internal substantive laws, but not the choice of law rules, of the state of Delaware.

8. Amendment. Except as provided below, this Agreement may not be modified in any respect by any oral statement, representation or agreement by any employee, officer, or representative of the Company or by any written agreement which materially adversely affects your rights hereunder unless signed by you and by an officer of the Company who is expressly authorized by the Company to execute such document. This Agreement may, however, be amended as permitted by the terms of the Plan, as in effect on the date of this Agreement. Notwithstanding anything in the Plan or this Agreement to the contrary, if the Committee determines that the terms of this grant do not, in whole or in part, satisfy the requirements of Section 409A of the Code, the Committee, in its sole discretion, may unilaterally modify this Agreement in such manner as it deems appropriate to comply with such section and any regulations or guidance issued thereunder.

9. General. You agree that the Stock Units are granted under and governed by the terms and conditions of the Plan and this Agreement. In the event of any conflict, the terms of the Plan shall control. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Agreement.

HUNTSMAN CORPORATION

By: _____
Name: _____
Title: _____

GRANTEE

[Name]

**HUNTSMAN CORPORATION
2016 STOCK INCENTIVE PLAN**

Performance Share Unit Award Agreement

Grantee:

Date of Grant:

Target Number of Performance Share Units:

Maximum Number of Performance Share Units:

1. **Notice of Grant.** You are hereby granted pursuant to the Huntsman Corporation 2016 Stock Incentive Plan (the "Plan") the number of Performance Share Units as determined in accordance with Appendix A attached hereto and based upon the Target Number and the Maximum Number of Performance Share Units provided above, whereby each Performance Share Unit represents the right to receive one share of Common Stock of Huntsman Corporation (the "Company"), plus the additional rights to Dividend Equivalents set forth in Section 3, subject to the terms and conditions of the Plan and this Agreement (the "Award").
2. **No Stockholder Rights.** The Performance Share Units granted pursuant to this Agreement do not and shall not entitle you to any rights of a holder of Common Stock and shall remain forfeitable at all times prior to the date on which rights become vested and the restrictions with respect to the Performance Share Units lapse in accordance with Section 6 or Section 7(b).
3. **Dividend Equivalents.** On the Vesting Date (as defined below) or such earlier date determined in accordance with Section 7(b), you are entitled to receive, either as cash or additional Performance Share Units in the sole discretion of the Committee, an amount equal to all dividends or other distributions the Company declares and pays during the applicable performance period set forth in Appendix A attached hereto on the number of Performance Share Units you earn pursuant to this Agreement as determined in accordance with Appendix A, if any.
4. **Restrictions; Forfeiture.** The Performance Share Units are restricted in that they may not be sold, transferred or otherwise alienated until the restrictions are removed or expire as described in Section 6 or Section 7(b) of this Agreement. The Performance Share Units are also restricted in the sense that they may be forfeited to the Company as provided in Section 6 (the "Forfeiture Restrictions").
5. **Issuance of Common Stock.** No shares of Common Stock shall be issued to you prior to the date on which the Performance Share Units vest and the restrictions, including the Forfeiture Restrictions, with respect to the Performance Share Units lapse, in accordance with Section 6 or Section 7(b). After the Performance Share Units vest pursuant to Section 6 or Section 7(b), the Company shall, promptly and within 60 days of such vesting date, cause to be issued Common Stock registered in your name in payment of such vested Performance Share Units. The Company shall evidence the Common Stock to be issued in payment of such vested Performance Share Units in the manner it deems appropriate. The value of any fractional Performance Share Units shall be rounded down at the time Common Stock is issued to you in connection with the

Performance Share Units. No fractional shares of Common Stock, nor the cash value of any fractional shares of Common Stock, will be issuable or payable to you pursuant to this Agreement. The value of such shares of Common Stock shall not bear any interest owing to the passage of time. Neither this Section 5 nor any action taken pursuant to or in accordance with this Section 5 shall be construed to create a trust or a funded or secured obligation of any kind.

6. **Expiration of Restrictions and Risk of Forfeiture.**
 - (a) **Vesting Requirements.** Subject to the terms and conditions of this Agreement and the Plan, the Forfeiture Restrictions on the Performance Share Units will lapse and the Performance Share Units will vest, if at all, in accordance with and at the conclusion of the performance period set forth in Appendix A attached hereto (the "Vesting Date"). Shares of Common Stock that are nonforfeitable and transferable will be issued to you in payment of your vested Performance Share Units as set forth in Section 5, provided that you are continuously employed by or providing services to the Company or any of its Subsidiaries from the Date of Grant through the Vesting Date.
 - (b) **Adjustments to Performance Share Units Following Performance Period.** Immediately following the Committee's certification of the satisfaction of the applicable performance goals set forth in Appendix A attached hereto, and the applicable level of achievement attained in connection therewith, the number of Performance Share Units as determined in accordance with Appendix A (and the corresponding number of shares of Common Stock to be issued to you in settlement of such Performance Share Units) shall be determined based upon the achievement of the applicable performance goals, taking into account the Target Number and the Maximum Number of Performance Share Units provided above.
7. **Termination of Services and Change of Control.**
 - (a) **Termination Generally.** Subject to subsection (b), if your service relationship with the Company or any of its Subsidiaries is terminated for any reason, then those Performance Share Units for which the restrictions have not lapsed as of the date of termination shall become null and void and those Performance Share Units shall be forfeited to the Company. The Performance Share Units for which the restrictions have lapsed as of the date of such termination, including Performance Share Units for which the restrictions lapsed in connection with such termination, shall not be forfeited to the Company and shall be settled as set forth in Section 5.
 - (b) **Termination Due to Death or Disability; Change of Control.** Notwithstanding the vesting requirements set forth in Section 6(a) above, (i) if your service relationship with the Company or any of its Subsidiaries is terminated by reason of your death or "disability" (as defined in the Company's long-term disability plan), or (ii) upon the occurrence of a Change of Control (within the meaning of Section 409A of the Code), the Committee may, in its sole discretion, waive in whole or in part any or all remaining restrictions with respect to your Award and the Company will, in the case of such waiver, deem the performance period to end immediately prior to the date of your death or disability or the Change of Control event, as applicable, and the Company's satisfaction

of the applicable performance goals will be based upon actual performance as of the end of the revised performance period.

8. **Change of Control.** In addition to the provisions of Section 7(b) above, upon a Change of Control, the provisions of Section 6(j)(ix) of the Plan shall apply.
9. **Leave of Absence.** With respect to the Award, the Company may, in its sole discretion, determine that if you are on leave of absence for any reason you will be considered to still be in the employ of, or providing services for, the Company, provided that rights to the Performance Share Units during a leave of absence will be limited to the extent to which those rights were earned or vested when the leave of absence began.

10. Withholding of Tax. To the extent that the receipt or vesting of Performance Share Units (or Dividend Equivalents) or the issuance of shares of Common Stock with respect to Performance Share Units (or Dividend Equivalents) results in the receipt of compensation by you with respect to which the Company or a Subsidiary has a tax withholding obligation pursuant to applicable law, unless you elect to pay the amount of such obligations to the Company in cash, the Company or such Subsidiary shall withhold (or “net”) such number of Shares otherwise payable to you as the Company or the Subsidiary may require to meet its withholding obligations under such applicable law; provided, that, the number of shares of Common Stock withheld shall be limited to the number of shares of Common Stock having an aggregate Fair Market Value on the date of withholding equal to the aggregate amount of tax withholding obligations determined based on the applicable minimum statutory tax withholding requirements (or, in the discretion of the Committee, the Fair Market Value of such shares of Common Stock may exceed the minimum statutory withholding requirement but may not be greater than the maximum statutory withholding requirement; provided that the exercise of such discretion by the Committee would not cause an Award otherwise classified as an equity award under ASC Topic 718 to be classified as a liability award under ASC Topic 718). Notwithstanding the foregoing, to the extent any cash payments are made to you under this Agreement, tax withholding obligations related thereto will be withheld from such payments. No delivery of Shares or other payment shall be made pursuant to this Agreement until you have paid or made arrangements approved by the Company or the Subsidiary to satisfy in full the applicable tax withholding requirements of the Company or Subsidiary.

11. Compliance with Securities Law. Notwithstanding any provision of this Agreement to the contrary, the issuance of Common Stock will be subject to compliance with all applicable requirements of federal, state, or foreign law with respect to such securities and with the requirements of any stock exchange or market system upon which the Common Stock may then be listed. No Common Stock will be issued hereunder if such issuance would constitute a violation of any applicable federal, state, or foreign securities laws or other law or regulations or the requirements of any stock exchange or market system upon which the Common Stock may then be listed. In addition, Common Stock will not be issued hereunder unless (a) a registration statement under the Securities Act of 1933, as amended (the “Act”), is at the time of issuance in effect with respect to the shares issued or (b) in the opinion of legal counsel to the Company, the shares issued may be issued in accordance with the terms of an applicable exemption from the registration requirements of the Act. **YOU ARE CAUTIONED THAT ISSUANCE OF COMMON STOCK UPON THE VESTING OF PERFORMANCE SHARE UNITS GRANTED**

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PURSUANT TO THIS AGREEMENT MAY NOT OCCUR UNLESS THE FOREGOING CONDITIONS ARE SATISFIED. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company’s legal counsel to be necessary to the lawful issuance and sale of any shares subject to the Award will relieve the Company of any liability in respect of the failure to issue such shares as to which such requisite authority has not been obtained. As a condition to any issuance hereunder, the Company may require you to satisfy any qualifications that may be necessary or appropriate to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect to such compliance as may be requested by the Company. From time to time, the Board and appropriate officers of the Company are authorized to take the actions necessary and appropriate to file required documents with governmental authorities, stock exchanges, and other appropriate Persons to make shares of Common Stock available for issuance.

12. Right of the Company and Subsidiaries to Terminate Services. Nothing in this Agreement confers upon you the right to continue in the employ of or performing services for the Company or any Subsidiary, or interferes in any way with the rights of the Company or any Subsidiary to terminate your employment or service relationship at any time.

13. No Guarantee of Interests. The Board and the Company do not guarantee the Common Stock of the Company from loss or depreciation.

14. Clawback. This Agreement is subject to any written clawback policies the Company, with the approval of the Board, may adopt. Any such policy may subject your rights and benefits under this Agreement to reduction, cancellation, forfeiture or recoupment if certain specified events or wrongful conduct occur.

15. Entire Agreement; Governing Law. The Plan is incorporated herein by reference. The Plan and this Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and you with respect to the subject matter hereof, and may not be modified materially adversely to your interest except by means of a writing signed by the Company and you. This Agreement is governed by the internal substantive laws, but not the choice of law rules, of the state of Delaware.

16. Amendment. Except as provided below, this Agreement may not be modified in any respect by any oral statement, representation or agreement by any employee, officer, or representative of the Company or by any written agreement which materially adversely affects your rights hereunder unless signed by you and by an officer of the Company who is expressly authorized by the Company to execute such document. This Agreement may, however, be amended as permitted by the terms of the Plan, as in effect on the date of this Agreement. Notwithstanding anything in the Plan or this Agreement to the contrary, if the Committee determines that the terms of this grant do not, in whole or in part, satisfy the requirements of Section 409A of the Code, the Committee, in its sole discretion, may unilaterally modify this Agreement in such manner as it deems appropriate to comply with such section and any regulations or guidance issued thereunder.

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17. General. You agree that this Award is granted under and governed by the terms and conditions of the Plan and this Agreement. In the event of any conflict, the terms of the Plan shall control. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Agreement.

HUNTSMAN CORPORATION

By: _____
Name: _____
Title: _____

GRANTEE

[Name]

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APPENDIX A

PERFORMANCE GOAL

[insert performance goal with vesting and payout criteria]

HUNTSMAN CORPORATION
2016 STOCK INCENTIVE PLAN

Notice of Award of Common Stock

Grantee:

Date of Grant:

CSA Grant Number:

Number of Shares Granted:

1. Notice of Grant. You are hereby granted pursuant to the Huntsman Corporation 2016 Stock Incentive Plan (the "Plan") the number of shares of Common Stock ("Common Stock") of Huntsman Corporation (the "Company") set forth above, subject to the terms and conditions of the Plan and this Notice (the "Award").
2. Shares. The shares of Common Stock shall be issued by the Company in your name, pursuant to which you shall have all of the rights of a shareholder of the Company with respect thereto, including, without limitation, voting rights.
3. Withholding of Tax. To the extent that the receipt of the shares of Common Stock results in the receipt of compensation by you with respect to which the Company or a Subsidiary has a tax withholding obligation pursuant to applicable law, unless you elect to pay the amount of such obligations to the Company in cash, the Company or such Subsidiary shall withhold (or "net") and cancel from the number of shares of Common Stock awarded to you such number of shares of Common Stock necessary to satisfy the tax required to be withheld by the Company or such Subsidiary; provided, that, the number of shares of Common Stock withheld shall be limited to the number of shares of Common Stock having an aggregate Fair Market Value on the date of withholding equal to the aggregate amount of tax withholding obligations determined based on the applicable minimum statutory tax withholding requirements (or, in the discretion of the Committee, the Fair Market Value of such shares of Common Stock may exceed the minimum statutory withholding requirement but may not be greater than the maximum statutory withholding requirement; provided that the exercise of such discretion by the Committee would not cause an Award otherwise classified as an equity award under ASC Topic 718 to be classified as a liability award under ASC Topic 718).
4. General. The shares of Common Stock are granted under and governed by the terms and conditions of the Plan and this Notice. In the event of any conflict, the terms of the Plan shall control. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Notice.

HUNTSMAN CORPORATION

By: _____
Name: _____
Title: _____

GRANTEE

[Name]
