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

FORM 8−K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): June 23, 2014

Century Aluminum Company
(Exact name of registrant as specified in its charter)

Delaware	1−34474	13−3070826
(State or other jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

One South Wacker Drive Suite 1000 Chicago, Illinois	60606
(Address of Principal Executive Offices)	(Zip Code)

(312) 696−3101
(Registrant's telephone number, including area code)

N/A
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8−K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
☐ Soliciting material pursuant to Rule 14a−12 under the Exchange Act (17 CFR 240.14a−12)
☐ Pre−commencement communications pursuant to Rule 14d−2(b) under the Exchange Act (17 CFR 240.14d−2(b))
☐ Pre−commencement communications pursuant to Rule 13e−4(c) under the Exchange Act (17 CFR 240.13e−4(c))

Item 1.02. Termination of a Material Definitive Agreement.

The text set forth in Item 5.02 below regarding the Termination of Employment and Severance Protection Agreements (as defined below) is incorporated by reference into this Item 1.02.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On June 23, 2014, Century Aluminum Company's (the "Company") Compensation Committee of the Board of Directors (the “Committee”) approved the Company’s termination of the Executive Severance Plan in effect since 2009 (the “Previous Severance Plan”) and adoption of an Amended and Restated Executive Severance Plan (the “A&R Executive Severance Plan”). Participants in the A&R Executive Severance Plan are designated by the Committee.

In connection with the Amended and Restated Executive Severance Plan, the Committee also approved the Company’s adoption of an Amended and Restated Stock Incentive Plan (the “A&R Stock Plan”), an Amended and Restated Long−Term Incentive Plan (the “A&R LTIP”), revised form of award agreements under the A&R Stock Plan and the A&R LTIP and Amendment No. 2 to the Company’s Supplemental Retirement Income Benefit Plan (“SERP Amendment No. 2”). The Company adopted the A&R Stock Plan, the A&R LTIP, revised forms of award agreements under such plans and SERP Amendment No. 2 in order to conform such plans and agreements with the concepts reflected in the A&R Executive Severance Plan described herein.

Amended and Restated Executive Severance Plan

The material differences between the A&R Executive Severance Plan and the Previous Severance Plan are the removal of excise tax gross−ups, the provision of tiered severance benefits based on the circumstances of the termination of employment and revisions to the definitions of “change in control” and “good reason.”

Under the terms of the A&R Executive Severance Plan, upon a termination of employment outside of a Change in Control Protection Period or an Acquisition Protection Period (each as defined below) either (1) by the Company other than “for cause” or (2) by the executive for “good reason,” the executive is entitled to receive termination payments equal to: (i) 18 months, for a Tier 1 participant, 12 months, for a Tier 2 participant, or 6 months, for a Tier 3 participant, of the executive’s base salary as of the date of termination; and (ii) a pro−rata portion of the executive’s annual incentive bonus for the year of termination, as determined in good faith by the Company’s Board of Directors or Compensation Committee. The A&R Executive Severance Plan does not provide for accelerated vesting of outstanding equity unless termination occurs during an Acquisition Protection Period or a Change in Control Protection Period.

Upon termination of employment during an Acquisition Protection Period (defined generally as the 6 months preceding and the 24 month period following the date of any acquisition by the Company of securities representing 50% or more of the combined voting power or all of the assets or employees of another entity) either (1) by the Company other than “for cause” or (2) by the executive for “good reason” and the executive’s title or responsibilities are assumed by an employee of the acquired company, the executive is entitled to receive termination payments equal to (i) and (ii) above (except that the pro−rata portion of the executive’s annual incentive bonus is calculated using the target bonus) plus 1.5 times, for a Tier 1 participant, 1 times, for a Tier 2 participant, or 0.5 times, for a Tier 3 participant, of the executive’s target bonus for the year of termination. Upon termination of employment during an Acquisition Protection Period, the executive shall also be entitled to receive a pro−rata portion of outstanding incentive awards at target.

Upon termination of employment during a Change in Control Protection Period (defined generally as the 6 months preceding and the 24 month period following the date of any “change in control” of the Company) either (1) by the Company other than “for cause” or (2) by the executive for “good reason,” the executive is entitled to receive termination payments equal to: (i) in the case of termination on or prior to December 31, 2015, 2.5 times, for a Tier 1 participant, 2 times, for a Tier 2 participant, or 1.5 times, for a Tier 3 participant, or, in the case of termination after December 31, 2015, 2 times, for a Tier 1 participant, 1.5 times, for a Tier 2 participant, or 1 times, for a Tier 3 participant, the sum of the executive’s base salary plus his or her target bonus for the year in which termination occurs and (ii) a pro−rata portion of the executive’s target annual incentive bonus for the year of termination. Upon

termination of employment during a Change in Control Protection Period, the executive shall also be entitled to receive all outstanding incentive awards at target.

Following adoption of the A&R Executive Severance Plan, the Company and Michael Bless, the Company's President and Chief Executive Officer, terminated Mr. Bless' employment agreement and severance protection arrangement pursuant to the terms of that certain Termination of Employment and Severance Protection Agreements, dated as of June 27, 2014 (the "Termination of Employment and Severance Protection Agreements") in consideration for Mr. Bless being named a Tier 1 participant in the A&R Executive Severance Plan. All of Mr. Bless' severance and change in control benefits will now be provided pursuant to the A&R Executive Severance Plan and other plan documents.

All of the Company’s named executive officers have been approved by the Committee as participants in the A&R Executive Severance Plan, conditioned upon termination of any bilateral compensatory or severance agreements with such officer.

A&R Stock Plan, A&R LTIP, Form of Award Agreements and SERP Amendment No. 2

In connection with the adoption of the A&R Executive Severance Plan, the Company adopted the A&R Stock Plan, the A&R LTIP, revised forms of award agreements under such plans and SERP Amendment No. 2. These amendments were adopted primarily to conform these agreements to the change in control definitions and vesting terms reflected in the A&R Executive Severance Plan described above.

The form of award agreements were also amended to provide consistent terms with respect to vesting of equity awards on termination due to death, disability or retirement after age 62. In the event of termination due to death, disability or retirement after age 62, performance units and time−vested performance share units vest pro−rata based on the number of days of the plan period which have passed prior to termination due to retirement, death or disability, or in such greater amount as shall be determined by the Committee in its discretion. Performance units are paid out after determination by the Committee of the achievement of the applicable performance measures. Unless otherwise provided in an agreement between the Company and the executive, in the event of termination of employment for any other reason, all outstanding options and unvested performance units and time−vested performance shares are forfeited. The terms and conditions set forth in the revised form of award agreements apply to all awards made with respect to the January 1,2014 to December 31, 2016 performance period.

The foregoing descriptions of the A&R Executive Severance Plan, the Termination of Employment and Severance Protection Agreements, the A&R Long−Term Incentive Plan, the revised form of award agreements and SERP Amendment No. 2 are summary in nature, and subject to, and qualified in its entirety by, the full text of such documents, copies of which are attached hereto as Exhibits 10.1−10.7 and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
10.1	Century Aluminum Company Amended and Restated Executive Severance Plan, adopted June 23, 2014
10.2	Termination of Employment and Severance Protection Agreements, dated June 27, 2014, by and between Century Aluminum Company and Michael Bless
10.3	Century Aluminum Company Amended and Restated Stock Incentive Plan, adopted June 23, 2014
10.4	Century Aluminum Company Amended and Restated Long−Term Incentive Plan, adopted June 23, 2014
10.5	Amendment No. 2 to the Century Aluminum Company Amended and Restated Supplemental Retirement Income Benefit Plan, adopted June 23, 2014
10.6	Form of Performance Unit Award Agreement under the Amended and Restated Stock Incentive Plan and the Amended and Restated Long−Term Incentive Plan for the January 1, 2014 to December 31, 2016 performance period
10.7	Form of Time−Vesting Performance Share Unit Award Agreement under the Amended and Restated Stock Incentive Plan and the Amended and Restated Long−Term Incentive Plan for the January 1, 2014 to December 31, 2016 performance period

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

CENTURY ALUMINUM COMPANY

Date: June 27, 2014 By: /s/ Jesse E. Gary

Name: Jesse E. Gary
Title: Executive Vice President, General Counsel and Secretary

Exhibit Index

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AMENDED AND RESTATED
CENTURY ALUMINUM COMPANY
EXECUTIVE SEVERANCE PLAN

THIS AMENDED AND RESTATED EXECUTIVE SEVERANCE PLAN (this "Plan") was established effective June 23, 2014 (the "Effective Date") to provide for severance and change of control benefits to certain eligible executives of Century Aluminum Company, a Delaware corporation (the "Company") in the circumstances described in this Plan.

1.General Eligibility. An executive is eligible for the benefits provided under this Plan (each such executive, referred to as the "Participant") only if (i) the Compensation Committee (the "Plan Administrator") of the Company's Board of Directors (the "Board") designates the executive as eligible to participate in the Plan and (ii) the Company provides the executive with a letter agreement (the "Participation Letter") signed by a duly authorized officer of the Company confirming the executive's eligibility for this Plan. The Participation Letter shall designate each executive as either a "Tier 1 Participant," a "Tier 2 Participant" or a "Tier 3 Participant" in the Plan. As a condition to participation in the Plan, the Participant must counter−sign that letter agreement within ten (10) days after it is provided to them, agreeing to be bound by all of the terms and conditions of this Plan, including without limitation the restrictive covenants set forth in Sections 10 and 11 below.

2.Position and Responsibilities. The Participant's position and responsibilities shall be as determined by the Board (in the case of a Tier 1 Participant) or the Company (in all other cases) from time to time. The Participant shall devote such time and attention to his or her duties as are necessary to the proper discharge of his or her responsibilities hereunder. The Participant agrees to perform all duties consistent with (a) policies established from time to time by the Company and (b) all applicable legal requirements.

3.Term; Termination; Amendments. The period of this Plan shall commence on the Effective Date and shall continue until terminated by the Board (the "Term"). No termination and no amendment to the Plan that reduces benefits or terminates any Participant's participation in the Plan shall be effective until the one−year anniversary of the date that notice of such termination or amendment has been provided to any affected Participant; provided, that no such termination or amendment will be effective if a Change in Control (as defined below) occurs during the 1−year notice period or if such termination or amendment is adopted during a Change in Control Protection Period (as defined below).

4.Compensation, Benefits and Reimbursement of Expenses. The Participant's base salary ("Base Salary"), target annual cash incentive bonus ("Target Bonus"), equity grant eligibility and other benefits shall be as set forth at the applicable time in any applicable plan, program, agreement or arrangement between the Participant and the Company. The Participant acknowledges that the Board or Plan Administrator has discretion under the Company's annual incentive bonus plan to increase, decrease or eliminate at any time prior to payment any amount otherwise payable under such plan or arrangement.

5.Termination Other than During a Change in Control Protection Period or Acquisition Protection Period. Subject to the conditions in Section 9 of this Plan, if the Participant's employment is terminated outside of a Change in Control Protection Period or an Acquisition Protection Period either (1) by the Company other than for Cause (as defined below) or (2) by the Participant for Good Reason (as defined below) then:

(a)The Participant shall be entitled to receive the following cash severance payments:

(i)an amount equal to eighteen (18) months (for a Tier 1 Participant), twelve (12) months (for a Tier 2 Participant) or six (6) months (for a Tier 3 Participant) of the Participant's Base Salary as of the date of termination of employment (or, if greater, as of December 31 of the immediately preceding year); and

(ii)an amount equal to a pro rata portion of the Participant's annual incentive bonus with respect to the fiscal year in which the Participant was terminated determined in good faith by the Board or Plan Administrator based upon (A) the extent to which the performance goals or criteria established for such annual incentive bonus have been achieved after evaluating actual performance from the start of the performance period until the date of termination (or the most practicable date in proximity thereto) and equitably adjusting performance targets for the shortened period during which the performance goals or criteria could be achieved and (B) the total number of days in the performance cycle that the Participant was actually employed by the Company.

The amounts due pursuant to clause (i) above shall be paid in equal installments pursuant to the Company's standard payroll procedures for management employees over such eighteen− (18), twelve− (12) or six− (6) month period, as applicable for the Participant's Tier, beginning sixty (60) days following such termination, with the first such payment in a single lump sum to equal the payments that would have been made at regular payroll intervals between termination and that first payment date. The amounts set forth in clause (ii) above shall be paid at the same time as payment is made to other executives of the Company that participate in the Company's annual incentive plan then in effect, but in no event later than 2½ months after the end of the calendar year in which the termination occurs.

(b)The Participant shall be entitled to receive continued health insurance coverage for the Participant and his or her immediate family for a period equal to eighteen (18) months (for a Tier 1 Participant), twelve (12) months (for a Tier 2 Participant) or six (6) months (for a Tier 3 Participant) following the date of termination of employment, at a cost comparable to that of an eligible active employee of the Company throughout the coverage period; provided that such coverage shall cease on the date the Participant is eligible for medical coverage through another employer. At its sole discretion, the Company may satisfy this obligation by providing additional cash severance equal to the amount the Company would pay toward such coverage for an active employee and allowing Participant to enroll in such coverage via COBRA at their cost, or a cash subsidy to Participant equal to the cost of substantially identical coverage through an individual policy, in each case if (i) coverage under the Company's plans cannot be provided pursuant to the terms of the Company's group health plan(s), or (ii) coverage under the Company's plans would result in the plan being discriminatory under the Internal Revenue Code

(Section 105(h) or successor provision) or in an excise or penalty tax under any applicable law or regulation.

(c)The Participant shall also be entitled to receive such other compensation or benefits (other than to any cash severance payments or annual incentive bonus, which rights, if any, shall be superseded by the terms described above) as are provided in accordance with the terms and conditions of any applicable plans and programs of the Company.

6.Termination During an Acquisition Protection Period. Subject to the conditions in Section 9 of this Plan, if the Participant's employment is terminated within an Acquisition Protection Period (but not within a Change in Control Protection Period), either (1) by the Company other than for Cause (as defined below) or (2) by the Participant for Good Reason (as defined below) and one or more of Participant's corporate titles is filled by, or greater than 50% of Participant's responsibilities are assumed by, an employee of an Acquired Person then:

(a) The Participant shall be entitled to receive the following cash severance payments:

(i) an amount equal to eighteen (18) months (for a Tier 1 Participant), twelve (12) months (for a Tier 2 Participant) or six (6) months (for a Tier 3 Participant) of the Participant's Base Salary as of the date of termination of employment (or, if greater, as of December 31 of the immediately preceding year); and

(ii) an amount equal to one and one half (1.5) (for a Tier 1 Participant), one (1) (for a Tier 2 Participant) or one half (0.5) (for a Tier 3 Participant) of Participant's Target Bonus for the fiscal year during which the termination occurs (or, if greater, for the immediately preceding year); and

(iii) an amount equal to a pro rata portion of the Participant's Target Bonus for the fiscal year during which the termination occurs (or, if greater, for the immediately preceding year) based on the total number of days in the performance cycle that the Participant was employed by the Company.

The amounts due pursuant to clause (i) above shall be paid in equal installments pursuant to the Company's standard payroll procedures for management employees over such eighteen− (18), twelve− (12) or six− (6) month period, as applicable for the Participant's Tier, beginning sixty (60) days following such termination, with the first such payment in a single lump sum to equal the payments that would have been made at regular payroll intervals between termination and that first payment date. The amounts set forth in clauses (ii) and (iii) above shall be paid at the same time as payment is made to other executives of the Company that participate in the Company's annual incentive plan then in effect, but in no event later than 2½ months after the end of the calendar year in which the termination occurs.

(b) The Participant shall be entitled to receive continued health insurance coverage for the Participant and his or her immediate family for a period equal to eighteen (18) months (for a Tier 1 Participant), twelve (12) months (for a Tier 2 Participant) or six (6) months (for a Tier 3 Participant) following the date of termination of employment, at a cost comparable

to that of an eligible active employee of the Company throughout the coverage period; provided that such coverage shall cease on the date the Participant is eligible for medical coverage through another employer. At its sole discretion, the Company may satisfy this obligation by providing additional cash severance equal to the amount the Company would pay toward such coverage for an active employee and allowing Participant to enroll in such coverage via COBRA at their cost, or a cash subsidy to Participant equal to the cost of substantially identical coverage through an individual policy, in each case if (i) coverage under the Company's plans cannot be provided pursuant to the terms of the Company's group health plan(s), or (ii) coverage under the Company's plans would result in the plan being discriminatory under the Internal Revenue Code (Section 105(h) or successor provision) or in an excise or penalty tax under any applicable law or regulation.

(c) The Participant shall be entitled to receive such other compensation or benefits (other than to any cash severance payments or annual incentive bonus, which rights, if any, shall be superseded by the terms described above) as are provided in accordance with the terms and conditions of any applicable plans and programs of the Company.

(d) The Participant shall be entitled to receive a pro rata portion of outstanding incentive awards (including stock options, restricted stock and "Performance Shares" (as such term is defined in the Company's then−applicable Stock Incentive Plan, as amended from time to time)) granted to the Executive under the such plan, the Company's Long−Term Incentive Plan or under any other similar incentive plan or arrangement, each as amended from time to time. The pro rata portion payable to Participant shall be determined by multiplying Participant's "target" award (including any time−vesting awards that have not yet vested) under the applicable plan or arrangement by a fraction, the numerator of which is the total number of days in the performance cycle that the Participant was employed by the Company and the denominator of which is the total number of days in the performance cycle. Any payment of the amounts set forth in the immediately preceding sentence shall be made at the same time as payment is made to other executives of the Company that participate in the applicable plan or arrangement, but in no event later than 2½ months after the end of the calendar year in which the termination occurs.

7.Termination During a Change in Control Protection Period. Subject to the conditions in Section 9 of this Plan, if the Participant's employment is terminated within a Change in Control Protection Period (if such period is also an Acquisition Protection Period, this Section 7 will govern and Section 6 shall not apply), either (1) by the Company other than for Cause (as defined below) or (2) by the Participant for Good Reason (as defined below) then:

(a) The Participant shall be entitled to receive the following cash severance payments in a lump sum within sixty (60) days following termination, subject to later payment if and as provided in Section 13:

(i) an amount equal to the applicable Change in Control Multiple times the sum of the Participant's (x) then Base Salary (or, if greater, Base Salary for the year immediately preceding the Change in Control) plus (y) his or her Target Bonus for the fiscal year during which the termination occurs (or, if greater, for the year immediately preceding the Change in Control); and

(ii) an amount equal to a pro rata portion of the Participant's Target Bonus for the fiscal year during which the termination occurs (or, if greater, for the year immediately preceding the Change in Control) based on the total number of days in the performance cycle that the Participant was employed by the Company.

(b) The Participant shall be entitled to receive continued health insurance coverage for the Participant and his or her immediate family for a period equal to eighteen (18) months (for a Tier 1 or Tier 2 Participant) or twelve (12) months (for a Tier 3 Participant) following the date of termination of employment, at a cost comparable to that of an eligible active employee of the Company throughout the coverage period; provided that such coverage shall cease on the date the Participant is eligible for medical coverage through another employer. At its sole discretion, the Company may satisfy this obligation by providing additional cash severance equal to the amount the Company would pay toward such coverage for an active employee and allowing Participant to enroll in such coverage via COBRA at their cost, or a cash subsidy to Participant equal to the cost of substantially identical coverage through an individual policy, in each case if (i) coverage under the Company's plans cannot be provided pursuant to the terms of the Company's group health plan(s), or (ii) coverage under the Company's plans would result in the plan being discriminatory under the Internal Revenue Code (Section 105(h) or successor provision) or in an excise or penalty tax under any applicable law or regulation.

(c) The Participant shall also be entitled to receive such other compensation or benefits (other than to any cash severance payments or annual incentive bonus, which rights, if any, shall be superseded by the terms described above) as are provided in accordance with the terms and conditions of any applicable plans and programs of the Company.

(d) The Participant shall be entitled to receive all outstanding incentive awards at target levels (including stock options, restricted stock and "Performance Shares" (as such term is defined in the Company's then−applicable Stock Incentive Plan, as amended from time to time)) granted to the Executive under such plan, the Long−Term Incentive Plan or under any other similar incentive plan or arrangement, each as amended from time to time. Any payment of the amounts set forth in the immediately preceding sentence shall be made at the same time as amounts are payable under Section 7(a), unless the Company reasonably determines that such awards are "deferred compensation" as defined in Section 409A of the Code, in which event they shall be fully vested but paid on the date otherwise scheduled in the applicable award agreements.

(e) If, at the Participant's termination of employment, no Change in Control has occurred, but one does occur within 6 months after such termination so that the Change in Control Protection Period begins before such termination, any amounts being paid hereunder pursuant to Sections 5 or 6 shall be recomputed in accordance with this Section and the remaining amounts due shall be paid at the time required by this Section 7; provided, for the avoidance of doubt, that such termination (x) was at the request of a third party who had taken steps reasonably calculated or intended to effect a Change in Control or (y) otherwise arose in connection with or in anticipation of the Change in Control.

8.Definitions.

(a) Cause. “Cause” shall mean:

(i) the Participant’s malfeasance or nonfeasance in the performance of the material duties or responsibilities of his or her position with the Company or any of its subsidiaries, or failure to timely carry out any material lawful and reasonable directive of the Company, in each case if not remedied within fifteen (15) days after receipt of written notice from the Company describing such malfeasance, non−feasance or failure;

(ii) the Participant’s embezzlement or misappropriation of any material funds or property of the Company or any of its subsidiaries or of any material corporate opportunity of the Company or any of its subsidiaries;

(iii) the conduct by the Participant which is a material violation of this Plan or any other agreement between the Participant and the Company or any of its subsidiaries or affiliates in each case, that is not remedied within fifteen (15) days after receipt of written notice from the Company describing such conduct;

(iv) any material violation of any generally applicable written policy of the Company previously provided to the Participant, the terms of which provide that violation may be grounds for termination of employment in each case, that is not remedied within fifteen (15) days after receipt of written notice from the Company describing such conduct;

(v) the commission by the Participant of an act of fraud or willful misconduct or Participant’s gross negligence, in each case that has caused or is reasonably expected to result in material injury to the Company or any of its subsidiaries; or

(vi) the Participant’s commission of any felony or of any misdemeanor involving moral turpitude.

Any termination for Cause of a Participant other than a Tier 1 Participant shall be effective upon receipt by the Participant of a notice in accordance with Section 17 stating in reasonable detail the facts and circumstances alleged to provide a basis for termination for Cause. Any termination for Cause of a Tier 1 Participant shall be effective only upon (i) a determination by the majority of the Board in good faith that Cause exists, (ii) receipt by the Tier 1 Participant of a notice in accordance with Section 17 stating in reasonable detail the facts and circumstances alleged to provide a basis for termination for Cause and (iii) the Tier 1 Participant has been given a reasonable opportunity to be heard by the Board (together with legal counsel) (such opportunity to be given within thirty (30) days of the Tier 1 Participant’s receipt of the notice set forth in (ii) above).

(b) Change in Control. A “Change in Control” of the Company shall be deemed to have occurred if, as the result of a single transaction or a series of transactions, the event set forth in any one of the following paragraphs shall have occurred:

(i) any Person (other than a Permitted Person or Glencore Xtrata plc or any of its subsidiaries, affiliates, successors or assigns (collectively, “Glencore”)) becomes

the Beneficial Owner, directly or indirectly, of securities of the Company representing fifty percent (50%) or more of the combined voting power of the Company's then outstanding voting securities;

(ii) Glencore becomes the Beneficial Owner, directly or indirectly, of all of the issued and outstanding voting securities of the Company;

(iii) Incumbent Directors at the beginning of any twelve− (12) month period cease at any time and for any reason to constitute a majority of the number of directors then serving on the Board. "Incumbent Directors" shall mean directors who either (A) are directors of the Company as of the Effective Date; (B) are appointed by or on behalf of Glencore; or (C) are elected, or nominated for election, to the Board with the affirmative votes of at least a majority vote of the Incumbent Directors at the time of such election or nomination (but shall not include an individual whose election or nomination is in connection with an actual or threatened election contest by any Person, including but not limited to a consent solicitation, relating to the election of directors to the Board); or

(iv) the approval by the stockholders of the Company of a complete liquidation or dissolution of the Company;

(v) a Fundamental Change;

(vi) the consummation of (A) a reorganization, merger or consolidation, or sale or disposition by the Company of all or substantially all of the assets of the Company and its subsidiaries to any Person or (B) the acquisition of assets or stock of another Person in exchange for voting securities of the Company (each of (A) and (B) a "Business Combination"), in each case, other than a Business Combination (x) with a Permitted Person or (y) pursuant to which, at least fifty percent (50%) of the combined voting power of the voting securities of the entity resulting from such Business Combination are owned by stockholders of the Company in substantially the same proportions as their ownership of the Company immediately prior to such sale; provided that, any Business Combination with Glencore shall not constitute a Change in Control, unless, as a result of such Business Combination, Glencore (X) owns, directly or indirectly, all or substantially all of the assets of the Company and its subsidiaries or (Y) Beneficially Owns, directly or indirectly, of all of the issued and outstanding voting securities of the Company.

"Change in Control Multiple" shall mean (x) if the applicable termination occurs on or prior to December 31, 2015, two and one half (2.5) times (for a Tier 1 Participant), two (2) times (for a Tier 2 Participant) or one and one half (1.5) times (for a Tier 3 Participant) or (y) if the applicable termination occurs after December 31, 2015, two (2) times (for a Tier 1 Participant), one and one half (1.5) times (for a Tier 2 Participant) or one (1.0) times (for a Tier 3 Participant).

"Beneficial Owner" or "Beneficially Owned" shall have the meaning set forth in Rule 13d−3 under the Securities Exchange Act of 1934, as amended (the "Exchange Act").

"Fundamental Change" shall be deemed to have occurred if, as the result of a single transaction or a series of transactions, (i) Glencore becomes the Beneficial Owner, directly or indirectly, of securities of the Company representing fifty percent (50%) or more of the combined voting power of the Company's then outstanding voting securities and, within 24 months after reaching such ownership threshold, (ii) greater than 50% of Participant's responsibilities are assumed (either while Participant is still employed, or within 6 months after Participant is terminated by the Company) by any person who was not an employee of the Company before the ownership change; provided that, if such responsibility assumption is in connection with the promotion of a Participant to which the Participant agrees in writing, or occurs after a Participant has resigned without Good Reason, no Fundamental Change shall be deemed to have occurred.

"Person" shall have the meaning given in Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 14(d) thereof, except that such term shall not include (i) the Company or any of its subsidiaries, (ii) a trustee or other fiduciary holding securities under an employee benefit plan sponsored or maintained by the Company or any of its subsidiaries, (iii) an underwriter temporarily holding securities pursuant to an offering of such securities or (iv) a corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company (the entities identified in clauses (i)−(iv), the "Permitted Persons" and each a "Permitted Person").

(c) Acquisition Protection Period. "Acquisition Protection Period" shall mean (i) the twenty−four (24) month period beginning on the date of any acquisition by the Company of, directly or indirectly, (x) securities representing fifty percent (50%) or more of the combined voting power of another Person's then outstanding voting securities or (y) all or a portion of the assets or employees of another Person, in each case occurring after the Effective Date (each of clauses (x) and (y), an "Acquisition" and the Person referenced therein, an "Acquired Person") and (ii) the six (6) month period prior to the date of any Acquisition, if the Participant is terminated during such six−month period and such termination arose in connection with or in anticipation of the Acquisition.

(d) Change in Control Protection Period. "Change in Control Protection Period" shall mean (i) the twenty−four− (24) month period beginning on the date of any Change in Control occurring after the Effective Date and (ii) the six− (6) month period prior to the date of any Change in Control, if the Participant is terminated during such six−month period and such termination (x) was at the request of a third party who had taken steps reasonably calculated or intended to effect a Change in Control or (y) otherwise arose in connection with or in anticipation of the Change in Control.

(e) Good Reason During a Change in Control Protection Period. "Good Reason" shall mean for any termination that occurs during a Change in Control Protection Period the occurrence of any one of the following without the Participant's prior written consent:

(i) any material adverse alteration (including an adverse change to Participant's upward reporting requirements) or material diminution in the Participant's authority, duties or responsibilities as in effect immediately prior to the occurrence of a Change in Control (or, if any changes to such Participant's authority, duties or responsibilities were made

in connection with or in anticipation of the Change in Control, as in effect immediately prior to such changes), provided that the failure of any Participant to be elected or re−elected to the Board or to serve as a director and/or officer of any of the Company's subsidiaries shall not be considered Good Reason;

(ii) a reduction in the Participant's Base Salary, Target Bonus or long−term incentive compensation opportunity (as determined by the Compensation Committee in good faith), except as part of a reduction of less than ten percent (10%) that is applicable to all of the Company's senior executives;

(iii) a relocation of the offices at which the Participant is principally employed for a period of at least three months, which relocation increases the distance between the Participant's residence and such offices by more than fifty (50) miles, excluding required and appropriate travel on the Company's business to an extent substantially consistent with the Participant's business travel obligations prior to the Change in Control or substantially consistent with the customary travel obligations of a similarly situated officer of a similar sized company; or

(iv) the Company's failure to obtain assumption of this Plan by a successor within ten (10) days of a Change in Control;

provided, however, that in each such case: (i) the Participant notifies the Company of the occurrence of Good Reason within sixty (60) days after the Participant becomes aware (or should have become aware) of the applicable facts and circumstances giving rise to the occurrence; (ii) the Company shall have the right, within thirty (30) days after receipt of such written notice (which shall set forth in reasonable detail the specific conduct of Company that constitutes Good Reason and the specific provision(s) of this Plan on which the Participant relies), to cure the event or circumstances giving rise to such Good Reason and, in the event of the Company so cures, such event or circumstances shall not constitute Good Reason hereunder; and (iii) if the Company fails to cure the event or circumstance giving rise to such Good Reason, the Participant resigns within thirty (30) days after the expiration of the thirty−day cure period. In any event, for a termination to be considered for Good Reason hereunder, the termination must occur no later than two years after the initial existence of the condition alleged to give rise to Good Reason. A Good Reason termination shall be treated as an involuntary separation from service for purposes of Code Section 409A.

(f) Good Reason Other than in a Change in Control Protection Period. "Good Reason" shall mean for any termination that occurs outside of a Change in Control Protection Period a reduction in the Participant's Base Salary, except as part of an across−the−board reduction of less than ten percent (10%) that is applicable to all of the Company's senior executives; provided, however, that (i) the Participant notifies the Company of the occurrence of Good Reason within sixty (60) days after the Participant becomes aware (or should have become aware) of such occurrence; (ii) the Company shall have the right, within thirty (30) days after receipt of written notice (which shall set forth in reasonable detail the specific conduct of Company that constitutes Good Reason and the specific provision(s) of this Plan on which the Participant relies) from the Participant of the Company's violation of any of the foregoing, to cure the event or circumstances giving rise to such Good Reason and in the event of which cure,

such event or circumstances shall not constitute Good Reason hereunder; and (iii) if the Company fails to cure the event or circumstance giving rise to such Good Reason, the Participant resigns within thirty (30) days after the expiration of the thirty−day cure period. In any event, for a termination to be considered for Good Reason hereunder, the termination must occur no later than two years after the initial existence of the condition alleged to give rise to Good Reason. A Good Reason termination shall be treated as an involuntary separation from service for purposes of Code Section 409A.

9.Provisions Applicable to Any Termination of Employment.

(a) Qualifying Terminations. The Company will pay severance benefits under Sections 5, 6 or 7 on account of the termination of the Participant's employment with the Company or any of its subsidiaries only if the termination is attributable to one of the following conditions:

(vii) the result of a reduction in force (an involuntary separation without Cause and due to elimination of position or a layoff of personnel);

(viii) the result of such Participant's having submitted to the Company his or her written resignation or offer of resignation upon and in accordance with (A) the request by the Board in writing or pursuant to a duly adopted resolution of the Board or (B) with respect to all Participants other than a Tier 1 Participant, the written request of the Chief Executive Officer of the Company;

(ix) the result of a divestment by the Company of the operating unit in which such Participant works and which unit is sold, conveyed or transferred to another Person (whether in connection with a sale of assets, stock or other form of transaction) and the Participant is not offered employment by the acquiring corporation or entity on substantially the same terms and conditions as his or her employment with the Company;

(x) a termination by the Participant for Good Reason; or

(xi) for the convenience of the Company or otherwise by the Company for any reason other than one or more of the reasons set forth in Section 9(b).

(b) Disqualifying Terminations. Notwithstanding anything herein to the contrary, the Company will not be obligated to pay severance benefits to the Participant under this Plan if the Participant's termination is the result of:

(i) a voluntary termination by the Participant (a separation, including a voluntary retirement, initiated by the Participant) other than for Good Reason;

(ii) the Company having terminated the Participant for Cause;

(iii) the removal of the Participant from one or more officer positions but such Participant is offered and accepts one or more other officer positions at the Company; or

(iv) the death or disability of the Participant.

(c) Change in Control Best Payments Determination. In the event the benefits described in Section 7 (the "CIC Severance Benefits") are payable to the Participant in connection with a Change in Control and, if paid, could subject the Participant to an excise tax under Section 4999 of the Internal Revenue Code (the "Excise Tax"), then notwithstanding the provisions of Section 7 the Company shall reduce the CIC Severance Benefits (the "Benefit Reduction") under Section 7 by the amount necessary to result in the Participant not being subject to the Excise Tax if such reduction would result in the Participant's "Net After Tax Amount" attributable to the CIC Severance Benefits described in Section 7 being greater than it would be if no Benefit Reduction was effected. In the event of any over or under reduction pursuant to the previous sentence, the amount of the Benefit Reduction shall be adjusted (and any additional payments by the Company or any required repayments by the Participant, as applicable, shall be promptly made) to the minimum amount necessary to result in the Participant not being subject to the Excise Tax. For this purpose "Net After Tax Amount" shall mean the net amount of CIC Severance Benefits the Participant is entitled to receive under this Plan after giving effect to all federal, state and local taxes which would be applicable to such payments, including, but not limited to, the Excise Tax. The determination of whether any such Benefit Reduction shall be effected shall be made by a nationally recognized public accounting firm, selected by the Company and reasonably acceptable to Participant, and such determination shall be binding on both the Participant and the Company.

(d) Release. The receipt by the Participant of any payments or benefits under Section 5, 6 or 7 is further subject to the Participant executing, delivering and not revoking a release of claims in substantially the form attached hereto as Exhibit A within forty five (45) days following termination, or all rights to payment or receipt of benefits hereunder lapse.

(e) Compliance with Covenants. If Participant, at any time before all payments due hereunder are paid, fails to comply with the Participant's obligations under Sections 10 and 11 below, the Company may cease payment hereunder and any further amounts due shall be deemed a "disputed payment" for purposes of Code Section 409A−2(g) payable only as and if required as a result of the dispute resolution provisions in Section 22 hereof.

10.Protection of Company Property. The Participant acknowledges that his services in exchange for which certain promises made under this Plan are of a special, unique, unusual, extraordinary and intellectual character. In recognition of the foregoing, the Participant covenants and agrees as follows:

(a) No Disclosure or Use of Confidential Information. The Participant will not, at any time, communicate or divulge to or use for the benefit of himself or any other person, firm, association or corporation (other than the Company and its subsidiaries), without the prior written consent of the Company, any Confidential Information (as defined below) owned or used by the Company or any of its subsidiaries or affiliates that may be communicated to, acquired by or learned of by the Participant in the course of, or as a result of, his employment with the Company or any of its subsidiaries or affiliates. All Confidential Information relating to the business of the Company or any of its subsidiaries or affiliates which the Participant shall use or prepare or come into contact with shall become and remain the sole property of the Company or its subsidiaries or affiliates, as applicable. "Confidential Information" means information not generally known about the Company and its subsidiaries, affiliates, strategic partners, services

and products, whether written or not, including information relating to research, development, purchasing, marketing plans, computer software or programs, any copyrightable material, trade secrets and proprietary information, including, but not limited to, information about their past, present and future financial condition, pricing strategy, prices, suppliers, cost information, business and marketing plans, the markets for their products, key personnel, past, present or future actual or threatened litigation, current and prospective customer lists, operational methods, acquisition plans, prospects, plans for future development and other business affairs and information about the Company and its subsidiaries, affiliates and strategic partners not readily available to the public. The Participant may disclose Confidential Information only to the extent it (i) becomes part of the public domain other than as a result of the Participant's breach hereof or (ii) is required to be disclosed by applicable law or by order of any court of competent jurisdiction. If the Participant is required by applicable law or regulation or by legal process to disclose any Confidential Information, the Participant will provide the Company or any of its subsidiaries, affiliates or strategic partners with prompt notice thereof so as to enable the Company to seek an appropriate protective order.

(b) Non−Disparagement. The Participant will not, at any time, take any action or make any public statement, including, without limitation, statements to individuals, subsequent employers, vendors, clients, customers, suppliers or licensors or the news media, that would disparage, defame or place in a negative light, the Company, any of its subsidiaries or affiliates, or any of their respective officers, directors, employees, successors, business services or products; provided that nothing herein shall restrict the Participant from making statements in good faith that are required by applicable law, applicable regulatory process or by order of any court of competent jurisdiction.

(c) Return of Company Property, Records and Files. Upon the termination of the Participant's employment at any time and for any reason, or at any other time the Company may so request, the Participant shall promptly deliver to the Company all of the property and equipment of the Company, its subsidiaries and affiliates (including any cell phones, credit cards, personal computers, etc.) and any and all documents, records and files, including any notes, memoranda, customer lists, reports or any and all other documents, including any copies thereof, whether in hard copy form or electronic form, which relate to the Company, its subsidiaries or affiliates, and/or their respective past and present officers, directors, employees, consultants, successors or assigns (collectively, the "Company Property, Records and Files"); it being expressly understood that, upon termination of the Participant's employment at any time and for any reason, the Participant shall not be authorized to retain any of the Company Property, Records and Files, any copies thereof or excerpts therefrom.

11.Noncompetition and Other Matters.

(a) Noncompetition. During the Participant's employment with the Company and for the Restricted Period, the Participant shall not, directly or indirectly, in any city, town, county, parish or other municipality in any state of the United States (the names of each such city, town, parish, or other municipality being expressly incorporated by reference herein), or any other place in the world, where the Company, or its subsidiaries, successors, or assigns, engages in the management and operation of their respective businesses or the ownership of their respective property (i) engage in any primary aluminum business in substantial competition with

the business of the Company or its subsidiaries (each, a "Competing Business") for the Participant's own account; (ii) enter the employ of, or render any consulting or contracting services to, any entity whose primary business is a Competing Business; or (iii) become interested in or otherwise associated or connected with in any capacity any entity whose primary business is a Competing Business, including, without limitation, as a partner, shareholder, officer, director, principal, agent, trustee, employee, contractor or consultant of, or in a management position with, any Competing Business or with any entity providing consulting services to a Competing Business; provided, however, that the Participant may own, directly or indirectly, solely as a passive investment, securities of any entity traded on any national securities exchange if the Participant is not a controlling person of, or a member of a group which controls such entity and does not, directly or indirectly, own one percent (1%) or more of any class of securities of such entity. "Restricted Period" means, (i) with respect to a termination that occurs other than during a Change in Control Protection Period, eighteen (18) months (for a Tier 1 Participant), twelve (12) months (for a Tier 2 Participant) or six (6) months (for a Tier 3 Participant) and (ii) with respect to a termination that occurs during a Change in Control Protection Period, twenty−four (24) months (for a Tier 1 Participant), eighteen (18) months (for a Tier 2 Participant) and twelve (12) months (for a Tier 3 Participant).

(b) Noninterference; No Hire. During the Restricted Period, the Participant shall not, directly or indirectly, solicit, induce, or attempt to solicit or induce any officer, director, employee, agent or consultant of the Company or any of its subsidiaries, affiliates, successors or assigns to terminate his, her or its employment or other relationship with the Company or its subsidiaries, affiliates, successors or assigns for the purpose of associating with any competitor of the Company or its subsidiaries, affiliates, successors or assigns, or otherwise encourage any such person or entity to leave or sever his, her or its employment or other relationship with the Company or its subsidiaries, affiliates, successors or assigns for any other reason. During the Restricted Period, the Participant shall not hire, either directly or through any employee, agent or representative, any employee of the Company or any of its subsidiaries or affiliates.

(c) No Solicitation. During the Restricted Period, the Participant shall not, directly or indirectly, solicit, induce, or attempt to solicit or induce any customers, clients, vendors, suppliers or consultants then under contract to the Company or its subsidiaries, affiliates, successors or assigns, to terminate, limit or otherwise modify his, her or its relationship with the Company or its subsidiaries, affiliates, successors or assigns, for the purpose of associating with any competitor of the Company or its subsidiaries, affiliates, successors or assigns, or otherwise encourage such customers, clients, vendors, suppliers or consultants then under contract to terminate his, her or its relationship with the Company or its subsidiaries, affiliates, successors or assigns for any reason.

12.Rights and Remedies upon Breach.

(a) Specific Performance and Accounting. If the Participant breaches, or threatens to commit a breach of, any of the provisions of Sections 10 or 11 above (the "Restrictive Covenants"), the Company and its subsidiaries, affiliates, successors or assigns shall have the following rights and remedies, each of which shall be independent of the others and severally enforceable, and each of which shall be in addition to, and not in lieu of, any other

rights or remedies available to the Company or its subsidiaries, affiliates, successors or assigns at law or in equity:

(v) the right and remedy to have the Restrictive Covenants specifically enforced by any court of competent jurisdiction by injunctive decree or otherwise, it being agreed that any breach or threatened breach of the Restrictive Covenants would cause irreparable injury to the Company or its subsidiaries, affiliates, successors or assigns and that money damages would not provide an adequate remedy to the Company or its subsidiaries, affiliates, successors or assigns; and

(vi) the right and remedy to require the Participant to account for and pay over to the Company or its subsidiaries, affiliates, successors or assigns, as the case may be, all compensation, profits, monies, accruals, increments or other benefits derived or received by the Participant as a result of any transaction or activity constituting a breach of any of the Restrictive Covenants.

(b) Severability of Covenants. The Participant acknowledges and agrees that the Restrictive Covenants are reasonable and valid in geographic and temporal scope and in all other respects. If any court determines that any of the Restrictive Covenants, or any part thereof, is invalid or unenforceable, the remainder of the Restrictive Covenants shall not thereby be affected and shall be given full force and effect without regard to the invalid portions.

(c) Modification by the Court. If any court determines that any of the Restrictive Covenants, or any part thereof, is unenforceable because of the duration or scope of such provision, such court shall have the power (and is hereby instructed by the parties) to modify or reduce the duration or scope of such provision, as the case may be (it being the intent of the parties that any such modification or reduction be limited to the minimum extent necessary to render such provision enforceable), and, in its modified or reduced form, such provision shall then be enforceable.

(d) Enforceability in Jurisdictions. The Participant intends to and hereby confers jurisdiction to enforce the Restrictive Covenants upon the courts of any jurisdiction within the geographic scope of such covenants. If the courts of any one or more of such jurisdictions hold the Restrictive Covenants unenforceable by reason of the breadth of such scope or otherwise, it is the intention of the Participant that such determination not bar or in any way affect the right of the Company or its subsidiaries, affiliates, successors or assigns to the relief provided herein in the courts of any other jurisdiction within the geographic scope of such covenants, as to breaches of such covenants in such other respective jurisdictions, such covenants as they relate to each jurisdiction being, for this purpose, severable into diverse and independent covenants.

(e) Extension of Restriction in the Event of Breach. In the event that the Participant breaches any of the provisions set forth in Sections 10 or 11, the length of time of the Restricted Period shall be extended for a period of time equal to the period of time during which the Participant is in breach of such provision.

13.Section 409A Matters.

(a) To the fullest extent applicable, amounts and other benefits payable under this Plan are intended to be exempt from the definition of "nonqualified deferred compensation" under Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), including the rulings, notices and other guidance issued by the Internal Revenue Service interpreting the same (collectively, "Section 409A") in accordance with one or more of the exemptions available under Section 409A. This Plan shall be interpreted and administered to the extent possible in a manner consistent with the foregoing statement of intent. In this regard, each such payment hereunder that may be treated as payable in the form of "a series of installment payments," as defined in Treas. Reg. §1.409A−2(b)(2)(iii) shall be deemed a separate payment for purposes of Section 409A.

(b) Notwithstanding anything in this Plan or elsewhere to the contrary, if the Participant is a "Specified Employee" (within the meaning of Section 409A(a)(2)(B)(i) of the Code, as determined by the Compensation Committee) on the date of his termination of employment, and the Company reasonably determines that any amount or other benefit payable under this Plan on account of the Participant's "separation from service," within the meaning of Section 409A(a)(2)(A)(i) of the Code, constitutes nonqualified deferred compensation (after taking into account all exclusions applicable to such payments under Section 409A) that will violate the requirements of Section 409A(a)(2) if paid at the time specified in the Plan, then the payment thereof shall be postponed to and paid on the first business day after the expiration of six months from the date of Participant's termination of employment or, if earlier, the date of the Participant's death (the "Delayed Payment Date"), and the remaining amounts or benefits shall be paid at the times otherwise provided under this Plan. The Company and the Participant may agree to take other actions to avoid a violation of Section 409A at such time and in such manner as permitted under Section 409A. If this Section 13(c) requires a delay of any payment, such payment shall be accumulated and paid in a single lump sum on the Delayed Payment Date together with interest for the period of delay, compounded monthly, and calculated at the prime rate as set forth in the Eastern edition of the Wall Street Journal on the date of termination. If a benefit subject to the delayed payment rules of this Section 13(c) is to be provided other than by the payment of money to the Participant, then the Participant must first pay such amount (either to the Company or to the party the company would otherwise pay on the Participant's behalf) to the Company of the full taxable value of the benefit and then, on the first business day following the Delayed Payment Date, the Company shall repay the Participant for the advance payments made by the Participant pursuant to the terms of this sentence which would otherwise not have been required of the Participant.

(c) The date of the Participant's "separation from service," as defined in Section 409A (and as determined by applying the default presumptions in Treas. Reg. §1.409A−1(h)(1)(ii)), shall be treated as the date of his termination of employment for purposes of determining the time of payment of any amount that becomes payable to the Participant hereunder upon his termination of employment and that is properly treated as a deferral of compensation subject to Section 409A after taking into account all exclusions applicable to such payment under Section 409A and for purposes of determining whether the Participant is a "Specified Employee" on the date of his termination of employment.

(d) Notwithstanding any provision of this Plan to the contrary, the time of payment of any awards that are subject to Section 409A as "nonqualified deferred compensation" and that vest on an accelerated basis pursuant to this Plan shall not be accelerated unless such acceleration is permissible under Section 409A. If the payment of vested performance share awards cannot be accelerated pursuant to this provision, payment shall include interest for the period of delay, compounded monthly, equal to the prime rate as set forth in the Eastern edition of the Wall Street Journal on the date when payment of the vested performance share awards would otherwise have been made. In particular, if a Participant becomes first eligible for this Plan after an award date for Performance Shares, or a Participant was a previous participant in the executive severance plan which this replaces, this Plan will not apply to accelerate or delay the time of payment of such an award as in effect on the date of the award, but vesting or computation of the amounts to be paid shall be governed by this Plan.

14.No Duty to Mitigate; No Offset. The Company's obligation to make the payments provided for in, and otherwise to perform its obligations under, this Plan shall not be affected by any set−off, counterclaim, recoupment, defense or other claim, right or action that the Company may have against the Participant or others whether in respect of claims made under this Plan or otherwise; provided, that the Company shall have the right to offset any such payments against amounts owed by the Participant to the Company. In no event shall the Participant be obligated to seek other employment or take any other action by way of mitigation of the amounts, benefits and other compensation payable or otherwise provided to the Participant under any of the provisions of this Plan, and (subject to the foregoing proviso) such amounts shall not be reduced, regardless of whether the Participant obtains other employment.

15.Forfeiture and Repayment. The Participant acknowledges and agrees that all compensation and benefits payable or otherwise provided under this Plan are subject to forfeiture and recoupment, may be modified, may be cancelled without payment and/or a demand for repayment of such compensation and benefits may be made upon the Participant on the basis of: (a) any provision of the Company's forfeiture and recoupment policies in effect prior to the date of the Participant's termination or (b) if such compensation or benefits are required to be forfeited or repaid to the Company pursuant to applicable law or regulatory requirements as in effect from time to time. Without limiting the generality of the foregoing, if the Board or any appropriate committee thereof determines that any fraud or intentional misconduct by the Participant was a significant contributing factor to the Company having to restate all or a portion of its financial statements, the Board or such committee may require reimbursement of any bonus or incentive compensation paid to the Participant, cause the cancellation of outstanding equity awards, and seek reimbursement of any gains realized by the Participant on the exercise of stock options, in each case to the extent that (i) the amount of the compensation was calculated based upon the achievement of financial results that were subsequently reduced due to a restatement and (ii) the amount of the compensation that would have been awarded had the financial results been properly reported would have been lower than the amount actually awarded.

16.Assignment; Binding Plan. The Company may assign this Plan to any successor or assign of the Company. This Plan is not assignable by the Participant and is binding on him or her and his or her executors and other legal representatives. This Plan shall bind the Company and its successors and assigns and inure to the benefit of the Participant and his or her heirs,

executors, administrators, personal representatives, legatees or devisees. The Company shall assign this Plan to any entity that acquires substantially all of its assets or business.

17.Notice. All notices and other communications under this Plan shall be in writing and shall be given by hand, fax, overnight commercial courier or first class mail (certified or registered with return receipt requested), and shall be deemed to have been sufficiently given when received by the other party (regardless of the method of delivery, including, without limitation on the date of transmission thereof if sent by electronic facsimile transmission and delivery is confirmed), or if sent by registered or certified mail, postage and fees prepaid, on the earlier of the date of receipt or the fifth business day after mailing. Such notices shall be addressed as follows:

If to the Company: Century Aluminum Company
One South Wacker Drive
Suite 1000
Chicago, Illinois 60606
Attention: General Counsel
Facsimile: 312−696−3101

If to the Participant: to the Participant's address contained in the personnel records of the Company

Any party may change such party's address for notices by notice duly given pursuant hereto.

18.Entire Plan. This Plan contains the entire agreement of the parties relating to the subject matter hereof and supersedes all oral or written prior discussions, agreements and understandings of every nature with respect thereto.

19.Waiver. The failure of any party hereto at any time or times to require performance of any provision hereof shall in no manner affect the right of such party at a later time to enforce the same. No waiver by any party of the breach of any term or covenant contained in this Plan, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such breach, or a waiver of the breach of any other term or covenant contained in this Plan.

20.Withholding. Notwithstanding any other provision of this Plan, the Company may withhold from amounts payable under this Plan all federal, state, local and foreign taxes that are required to be withheld by applicable laws or regulations.

21.Governing Law. This Plan is intended to be a "employee welfare benefit plan" or exempt as a "top hat" pension benefit plan under subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and shall be interpreted, administered and enforced in accordance with ERISA. It is expressly intended that ERISA preempt the application of state laws to this Plan to the maximum extent permitted by Section 514 of ERISA. To the extent that state law is applicable, this Plan shall be governed by and construed and enforced in accordance with the laws of the State of Delaware that are applicable to contracts made and intended to be performed within the State, notwithstanding the principles of conflicts of law thereof or of any other jurisdiction to the contrary and without regard to wherein the Participant may reside, where

the Company is located or its business conducted or where any violation of this Agreement occurs.

22.Dispute Resolution.

(a) Arbitration.

(i) The parties hereto agree that any and all disputes that may arise in connection with, arising out of or relating to this Plan shall be submitted to final and binding arbitration in Chicago, Illinois according to the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association at the time in effect. If there is any conflict between such rules and procedures and this Section 22, the provisions of this Section 22 shall prevail. The arbitration shall be conducted before a panel of three arbitrators, one to be selected by each of the parties and the third to be selected by the other two. The arbitrators may grant any remedy or relief, including, but not limited to, specific performance of a contract or contractual right and equitable or injunctive relief; provided, however, that the arbitrators shall have no authority to order a modification or amendment of this Agreement. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

(ii) This arbitration obligation extends to any and all claims that may arise by and between the parties hereto or their subsidiaries, affiliates, successors or assigns in connection with, arising out of or relating to this Plan, and expressly extends to, without limitation, claims or causes of action for wrongful termination, impairment of ability to compete in the open labor market, breach of an express or implied contract, breach of the covenant of good faith and fair dealing, breach of fiduciary duty, fraud, misrepresentation, defamation, slander, infliction of emotional distress, disability, loss of future earnings, and claims under any State constitution, the United States Constitution, and applicable state and federal fair employment laws, federal and state equal employment opportunity laws, and federal and state labor statutes and regulations, including, but not limited to, the Civil Rights Act of 1964, as amended, the Fair Labor Standards Act, as amended, the Americans With Disabilities Act of 1990, as amended, the Rehabilitation Act of 1973, as amended, ERISA, the Age Discrimination in Employment Act of 1967, as amended, and any other state or federal law.

(iii) The Participant understands that by participating in this Plan, the Participant is waiving his rights to have a court determine the Participant's rights, including under federal, state or local statutes prohibiting employment discrimination, including sexual harassment and discrimination on the basis of age, race, color, religion, national origin, disability, veteran status or any other factor prohibited by governing law. THE PARTIES HERETO HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY FOR ANY DISPUTES HEREUNDER.

(iv) Notwithstanding the foregoing, nothing in this Section 22 shall prevent the Company, its subsidiaries, affiliates, successors or assigns from exercising their right to bring an action in any court of competent jurisdiction for specific performance, injunctive or other equitable relief to compel the Participant to comply with its obligations under Sections 10 and 11 of this Plan.

(b) Legal Fees. If any action is brought under this Section 22, the parties will bear the expense of deposits and advances required by the arbitrators in equal proportions, but such amounts shall be subject to recovery as an addition or offset to any award. For any action brought in connection with a termination of the Participant outside of the Change in Control Protection Period and Acquisition Protection Period, the arbitrators may award to the prevailing party, as determined by the arbitrators, all costs, fees and expenses related to the arbitration which have been incurred by the prevailing party, including reasonable fees and expenses of attorneys, accountants and other professionals. For any action brought in connection with a termination during the Change in Control Protection Period or Acquisition Protection Period in which the Participant prevails on at least one material claim at issue, the arbitrators shall award to the Participant the reasonable fees and expenses of attorneys incurred by the Participant in connection with any such claim on which the Participant has prevailed.

23.Survival. This Plan shall survive the termination of the Participant's employment and the expiration of the Term to the extent necessary to give effect to its provisions. The provisions of Sections 10 through 27 shall survive indefinitely. The existence of any claim or cause of action by the Participant against the Company shall not constitute and shall not be asserted as a defense to the enforcement by the Company of this Plan.

24.Severability. In case any one or more of the provisions contained in this Plan is, for any reason, held invalid in any respect, such invalidity shall not affect the validity of any other provision of this Plan, and such provision shall be deemed modified to the extent necessary to make it enforceable.

25.At Will Employment. The Participant and the Company acknowledge that, unless specifically documented in a separate Employment Agreement, the employment of the Participant by the Company is "at will" and nothing in this Plan shall be construed to create for any Participant any right of continued employment with the Company.

26.Due Authorization. The execution of this Plan has been duly authorized by the Company by all necessary corporate action.

27. Captions. The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of the Plan.

Exhibit A

SEPARATION AGREEMENT
WAIVER AND RELEASE OF CLAIMS

This Waiver and Release Agreement ("Agreement") is entered into between _____ ("Employee") and _____ (the "Employer") (together, the "Parties") as of the date executed below.

Recitals

A. Employee is a participant in that certain Executive Severance Plan adopted by the Employer as of June 23, 2014 (the "Plan").

B. The Plan contemplates certain severance be paid to Employee in certain termination circumstances, subject to the condition that Employee release the Employer and related parties of any claims Employee has or may have.

Agreement

NOW, THEREFORE, in good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions set forth herein, the Parties intending to be legally bound, hereby agree as follows:

1.The Employee's employment with the Employer ceased on _____, 20__ (the "Termination Date").

2. The Employee understands that by signing this Agreement, Employee is agreeing to all of the provisions stated in the Agreement, and has read and understood each provision.

3. Employee understands that this Agreement is a release and waiver contract and that this document is legally binding.

4. This Agreement applies only to claims which accrue or have accrued prior to the date that this Agreement is signed.

5. In exchange for the Employee's promises in this Agreement, if it is signed on or before 45 (forty five) days following the Termination Date, and is not revoked within 7 days after it is signed by Employee, the Employer agrees to tender to Employee the severance benefits (the "Severance Benefits") as set forth in the Plan. If it is not signed in that timeframe, or is revoked, no Severance Benefits will be paid or due.

6. Employee agrees that the execution of this Agreement is a condition to Employee's receipt of the Severance Benefits and that the Severance Benefits tendered under the Plan constitute fair and adequate consideration for the execution of this Agreement, and the

Severance Benefits are in addition to payments and benefits to which the Employee is otherwise entitled.

7. Employee is hereby advised in writing by this Agreement to consult with an attorney before signing.

8. The parties understand that: (i) Employee shall have 45 (forty five) days following the Termination Date to consider this Agreement before signing; (ii) Employee shall have 7 (seven) days in which to revoke this Agreement after signing; (iii) this Agreement shall not be effective until the expiration of 7 (seven) days after signing and then only if it is not revoked in that period; and, (iv) all amounts payable hereunder shall be paid in accordance with the Plan. Employee may revoke this Agreement by written notice to _____, at _____on or before that 7th day.

9. Employee expressly waives all rights under Section 1542 of the Civil Code of the State of California, which reads as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of each and all of the Releasees, Employee expressly acknowledges that this Agreement is intended to include and does include in its effect, without limitation, all claims which Employee does not know or suspect to exist in Employee's favor at the time Employee signed this Agreement and that this Agreement contemplates the extinguishment of all such claims.

10. The waiver and release provisions of this Agreement shall also apply to all state or federal common law claims, whether known or unknown, including but not limited to, claims for wages, benefits, stock options, profit sharing, wrongful discharge, breach of contract, breach of any implied covenants, defamation, or any other claim which relates to or arises out of the employment relationship.

11. Delaware law and federal law, where applicable, shall govern the enforcement and interpretation of this Agreement.

12. If any term of this Agreement shall be determined unconscionable or unenforceable, the remaining provisions will remain effective and legally binding.

13. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all negotiations, agreements, representations, warranties, commitments, whether in writing or oral prior to the date hereof.

14. Employee confirms and agrees to Employee's continuing obligations under the covenants contained in the Plan (restricting competition and solicitation, requiring confidentiality, etc.) for the periods provided in the Plan following the Termination Date.

15. Based upon the above statements of understanding between the parties, the Employee, on behalf of Employee, Employee's descendants, dependents, heirs, executors, administrators, assigns, and successors, fully, finally and forever releases and discharges Employer, its past and present parents, subsidiaries and affiliates, and their respective past and present predecessors, successors, assigns, representatives, officers, directors, stockholders, agents and employees (collectively, the "Releasees"), from any and all claims and rights of any kind that Employee may have, whether now known or unknown, suspected or unsuspected, including, but not limited to, all releasable claims arising out of or in any way connected with Employee's employment with Employer as of the date this Agreement is executed. These claims and rights released include, but are not limited to, claims under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 1981, the Equal Pay Act, the Americans With Disabilities Act, the Age Discrimination in Employment Act, Sections 503 and 504 of the Rehabilitation Act of 1973, Family Medical Leave Act, Employee Retirement Income Security Act, the Occupational Safety and Health Act, the Older Workers' Benefit Protection Act, the Workers' Adjustment and Retraining Notification Act, as amended, state, civil or statutory laws, including any and all human rights laws and laws against discrimination, any other federal, state or local fair employment statute, code or ordinance, common law, contract law, tort, including, but not limited to, fraudulent inducement to enter into this contract, and any and all claims for attorneys' fees. Employee represents that Employee knows of no claim that Employee has that has not been released by this paragraph.

16. This Agreement shall in no way be construed as an admission by Employer or Employee that it or he has acted wrongfully with respect to the other or any other person or that either has any rights whatsoever against the other. Each party specifically disclaims any liability to or wrongful acts against the other or any other person acting as agent for a party in connection with Employee's employment and termination therefrom.

17. The release in paragraph 15 of this Agreement does not apply to any rights to indemnification that Employee has under any directors and officers or other insurance policy Employer maintains or under the bylaws and articles of incorporation of Employer, and under any indemnification agreement, if any.

18. Employee has not filed or caused to be filed any lawsuit, complaint or charge with respect to any claim he releases in this Agreement. Employee promises never to file or pursue a lawsuit, complaint or charge based on any claim released by this Agreement, or assign to or enable another to file or pursue on his behalf, except that Employee may participate in an investigation or proceeding conducted by an agency of the United States Government or of any state. Employee also has not assigned or transferred any claim he is releasing, nor has he purported to do so. Employee affirms and warrants that Employee has no workplace or work related injuries or, to his knowledge, occupational diseases. Nothing in this Agreement will be construed to prevent Employee from filing or participating in a charge of discrimination filed with the Equal Employment Opportunity Commission ("EEOC") or its state equivalent; however, by signing this Agreement, Employee waives the right to recover any monetary damages or attorneys' fees from Employer in any claim or lawsuit brought by or through the EEOC or its state equivalent. If Employee violates this Agreement by suing any Releasee, Employee agrees that he will pay all costs and expenses incurred by the Releasee for defending against the suit, including reasonable attorney's fees.

19. Employee agrees to deliver to the Employer, within 60 days following the Termination Date, any and all property of the Releasees in Employee's possession, custody, or control, or that subsequently comes into Employee 's possession, custody, or control, including all documents, recordings, keys, credit cards, correspondence, business records, parking permits, personal identification cards, badges, laptop, Ipad, Iphone, ironkey and any items purchased by Employer but loaned to Employee, and similar materials and things (including copies, whether physical or electronic).

20. The provisions of this Agreement can be severed, and if any part of this Agreement is found to be unenforceable, the remainder of this Agreement will continue to be valid and effective. Employee consents to the exclusive jurisdiction and venue of courts located in _____, _____, and agrees to waive any argument of lack of personal jurisdiction or forum non−conveniens with respect to any claim or controversy arising out of or relating to this Agreement, Employee's employment or separation from employment with Employer.

21. Employee agrees to cooperate fully, completely, and without the necessity of subpoena or other compulsion to assist the Releasees in the defense of any and all lawsuits, administrative charges, or actions, claims, demands, or other causes of action brought against any Releasees by any third party, including governmental agencies, and arising out of events that are alleged to have occurred during, or which relate to, Employee's employment with Employer. Employee agrees to notify the Employer's General Counsel in the event Employee is compelled to testify in any legal action involving a Releasee, so that Employer may take appropriate steps, if necessary, to keep such testimony confidential.

EMPLOYEE SHOULD READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS THROUGH THE EFFECTIVE DATE. EMPLOYEE IS STRONGLY ADVISED TO CONSULT WITH AN ATTORNEY BEFORE EXECUTING THIS DOCUMENT.

EMPLOYEE

Date: _____

EMPLOYER

Date: BY: _____
ITS: _____

Exhibit 10.2

TERMINATION OF EMPLOYMENT AND SEVERANCE PROTECTION AGREEMENTS

This is a Termination of an Employment and Severance Protection Agreement (the "Agreement") between Century Aluminum Company, a Delaware corporation (the "Company") and Michael A. Bless (the "Executive"), which shall be effective as set forth below.

Recitals

A. Company and Executive are parties to an Amended and Restated Employment Agreement dated as of June 3, 2011 (the "Employment Agreement").

B. Company and Executive are also parties to a Second Amended and Restated Severance Protection Agreement dated as of June 3, 2011 (the "Severance Agreement").

C. The Company has adopted an Amended and Restated Executive Severance Plan effective as of June 23, 2014 (the "Severance Plan") which it desires apply to Executive, on the condition that Executive first agree to terminate the Employment Agreement and the Severance Agreement, which have similar terms.

NOW THEREFORE, in consideration of the promises made herein, the parties agree as follows on the date both parties have signed this Agreement:

1. From and after June 27, 2014, the Employment Agreement and Severance Agreement shall terminate and Executive will thereafter be employed "at will," such that either he or the Company has the right to terminate that employment relationship at any time and for any reason, with or without notice, subject to their respective obligations under the Severance Plan.

2. The Compensation Committee of the Company's Board of Directors hereby designates the Executive as eligible to participate in the Severance Plan, a copy of which has been provided to him.

3. This Agreement shall constitute the "Participation Letter" as defined in the Severance Plan and confirms the Executive's eligibility for the Severance Plan as a "Tier 1 Participant", as defined therein. As a condition to participation in the Severance Plan, the Executive signs this Agreement and agrees to be bound by all of the terms and conditions of the Severance Plan, including without limitation the restrictive covenants set forth in Sections 10 and 11 thereof.

4. The Executive agrees that this Agreement is a mutual agreement for full and fair consideration based on the terms of the Severance Plan, and that he is not being discharged actually or constructively, nor given "Good Reason" to terminate his employment and seek the benefits that would be due in those events under the Employment Agreement and the Severance Agreement.

[signature page follows]

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed and delivered by its authorized officer, and the Executive has duly executed and delivered this Agreement, on the dates set forth below, and this Agreement shall become a binding promise when executed by both parties.

CENTURY ALUMINUM COMPANY

By: /s/Jesse E. Gary

Title: Executive Vice President

Date: June 27, 2014

EXECUTIVE

/s/ Michael A. Bless

Michael A. Bless

Date: June 27, 2014

Century Aluminum Company

AMENDED AND RESTATED STOCK INCENTIVE PLAN
(as amended and restated effective June 23, 2014)

RPOSES AND SCOPE OF PLAN

Century Aluminum Company (the "Company") desires to afford certain salaried officers and other salaried key employees of the Company and its subsidiaries who are in a position to affect materially the profitability and growth of the Company and its subsidiaries an opportunity to acquire a proprietary interest in the Company, and thus to create in such persons interest in and a greater concern for the welfare of the Company. Non−employee Directors (as hereinafter defined) are also eligible to participate in the Amended and Restated Stock Incentive Plan (the "Plan"), which enables the Company to attract and retain outside directors of the highest caliber and experience and to provide an incentive for such directors to increase their proprietary interest in the Company's long−term success. These objectives will be promoted through the granting to such key employees and Non−employee Directors of equity instruments including (i) incentive stock options ("Incentive Options") which are intended to qualify under Section 422 (or any successor provision) of the Internal Revenue Code of 1986, as amended (the "Code"); (ii) options which are not intended to so qualify ("NQSOs"); and (iii) performance shares or performance share units (collectively, "Performance Shares").

The awards offered to employees pursuant to this Plan are a matter of separate inducement and are not in lieu of any salary or other compensation for services.

The Company, by means of the Plan, seeks to retain the services of persons now holding key positions and to secure the services of persons capable of filling such positions.

II. AMOUNT OF STOCK SUBJECT TO THE PLAN

The total number of shares of common stock, $0.01 par value, per share, of the Company, or any other security into which such shares of common stock may be changed by reason of any transaction or event of the type referred to below in this Article II (the "Shares") reserved and available for distribution pursuant to options and awards granted hereunder shall not exceed, in the aggregate, 10,000,000 (which consists of those Shares that were previously authorized and 5,000,000 Shares that were added as part of the Plan's 2009 amendment and restatement), subject to adjustment as described below. All Shares available for distribution under the Plan may be issued pursuant to Incentive Options, NQSOs or Performance Shares or a combination of the foregoing.

Shares which may be acquired under the Plan may be either shares of original issuance or treasury shares, or both, at the discretion of the Company. Whenever any outstanding option or award or portion thereof expires, is canceled, is forfeited or is otherwise terminated without having been exercised or without having fully vested, or the underlying Shares are unissued for any reason, including those withheld by or surrendered to the Company to satisfy withholding

tax obligations or in payment of the exercise price of an award, the Shares allocable to the expired, canceled, forfeited or otherwise terminated portion of the option or award, and any Shares withheld by or surrendered to the Company, may again be the subject of options or awards granted hereunder. In addition, any Shares which are available or become available for grant under the Company's Non−Employee Directors Plan on or after July 1, 2005 shall be available for grant under this Plan.

Upon any stock dividend, stock split, combination or exchange of Shares, recapitalization or other change in the capital structure of the Company, corporate separation or division (including, but not limited to, split−up, split−off, spin−off or distribution to Company shareholders other than a normal cash dividend), sale by the Company of all or a substantial portion of its assets, rights offering, merger, consolidation, reorganization or partial or complete liquidation, or any other corporate transaction or event having an effect similar to any of the foregoing, the aggregate number of Shares reserved for issuance under the Plan, the number and option price of Shares subject to outstanding options, the financial performance objectives contained in a Performance Share award, the number of Shares subject to a Performance Share award and any other characteristics or terms of the options and awards as the Board of Directors (as hereinafter defined) or the Committee (as hereinafter defined), as the case may be, shall deem necessary or appropriate to reflect equitably the effects of such changes to the holders of options and awards, shall be appropriately substituted for new shares or other consideration, or otherwise adjusted, as determined by the Board of Directors or the Committee, as the case may be, in its discretion. Notwithstanding the foregoing, (i) each such adjustment with respect to an option (including NQSOs) shall comply with the rules of Section 424(a) (or any successor provision) of the Code, and (ii) in no event shall any adjustment be made which would render any option granted hereunder other than an incentive stock option for purposes of Section 422 (or any successor provision) of the Code without the consent of the grantee, which consent shall be deemed given after a change in control if the Participant's period for exercise after a termination of employment is extended by virtue thereof.

III. ADMINISTRATION

The Compensation Committee (the "Committee") will have the authority to administer the Plan, provided that the full Board of Directors of the Company (the "Board of Directors"), at its sole discretion, may exercise any authority granted to the Committee under this Plan. The Committee shall consist of no fewer than two members of the Board of Directors, each of whom shall be a "non−employee director" within the meaning of Rule 16b−3 or any successor rule or regulation ("Rule 16b−3") promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). The Committee shall administer the Plan so as to comply at all times with Rule 16b−3. A majority of the members of the Committee shall constitute a quorum, and the act of a majority of the members of the Committee shall be the act of the Committee. Any member of the Committee may be removed at any time, either with or without cause, by resolution adopted by a majority of the Board of Directors, and any vacancy on the Committee may at any time be filled by resolution adopted by a majority of the Board of Directors. The Board of Directors or the Committee may delegate to an officer of the Company the authority to make grants hereunder to persons who are not subject to Section 16 of the Exchange Act,

provided such authority is limited as to time, aggregate and individual award amounts and/or such other provisions as the Board of Directors or Committee deems necessary or desirable.

Subject to the express provisions of the Plan, the Board of Directors or the Committee, as the case may be, shall have authority, in its discretion, to (i) select as recipients of options or awards (a) employees of the Company and its subsidiaries and (b) members of the Board of Directors who are not employees of the Company ("Non−employee Directors"); (ii) determine the number and type of options or awards to be granted; (iii) determine the terms and conditions, not inconsistent with the terms hereof, of any options or awards granted; (iv) adopt, alter and repeal such administrative rules, guidelines and practices governing the Plan as it shall, from time to time, deem advisable; (v) interpret the terms and provisions of the Plan and any option or award granted and any agreements relating thereto; (vi) otherwise supervise the administration of the Plan; and (vii) establish sub−plans with such terms as the Board of Directors or the Committee, as the case may be, deems necessary or desirable to comply with, or to qualify for preferred tax treatment under the laws, rules and regulations of any jurisdiction outside of the United States.

The determination of the Board of Directors or the Committee, as the case may be, on matters referred to in this Article III shall be conclusive.

The Board of Directors or the Committee, as the case may be, may employ such legal counsel, consultants and agents as it may deem desirable for the administration of the Plan and may rely upon any opinion received from any such counsel or consultant and any computation received from any such consultant or agent. Expenses incurred by the Board of Directors or the Committee in the engagement of such counsel, consultant or agent shall be paid by the Company. No member or former member of the Committee or of the Board of Directors shall be liable for any action or determination made in good faith with respect to the Plan or any option or award granted hereunder.

The Company shall indemnify each member of the Board of Directors or the Committee, as the case may be, for all costs and expenses and, to the extent permitted by applicable law, any liability incurred in connection with defending against, responding to, negotiation for the settlement of, or otherwise dealing with any claim, cause of action or dispute of any kind arising in connection with any actions in administering the Plan or in authorizing or denying authorization to any transaction hereunder.

IV. ELIGIBILITY

Options and Performance Share awards may be granted only to: (i) certain salaried officers and other salaried key employees of the Company and its subsidiaries, and (ii) Non−employee Directors; provided, that no person shall be eligible for any award if the granting of such award to such person would prevent the satisfaction by the Plan of the general exemptive conditions of Rule 16b−3. In no event may any eligible person be granted or awarded options and Performance Shares covering, in the aggregate, more than 1,200,000 Shares, or 1,500,000 Shares in the case of a newly hired person (subject to adjustment as described in Article II above), in any fiscal year of the Company.

V. STOCK OPTIONS

1. General. Options may be granted alone or in addition to other awards granted under the Plan. Any options granted under the Plan shall be in such form as the Board of Directors or the Committee, as the case may be, may from time to time approve and the provisions of the option grants need not be the same with respect to each optionee. Options granted under the Plan may be either Incentive Options or NQSOs. The Board of Directors or the Committee, as the case may be, may grant to any optionee Incentive Options, NQSOs or a combination of the foregoing; provided that options granted to Non−employee Directors may only be NQSOs.

Options granted under the Plan shall be subject to the terms and conditions of the Plan and shall contain such additional terms and conditions not inconsistent with the terms of the Plan, as the Board of Directors or the Committee, as the case may be, deems appropriate. Each option grant shall be evidenced by an agreement executed on behalf of the Company by an officer designated by the Board of Directors or the Committee, as the case may be, and accepted by the optionee, which agreement may be in an electronic medium. Such agreement shall describe the options and state that such options are subject to all the terms and provisions of the Plan and shall contain such other terms and provisions, consistent with the Plan, as the Board of Directors or the Committee, as the case may be, may approve.

2. Exercise Price and Payment. The price per Share under any option granted hereunder shall be such amount as the Board of Directors or the Committee, as the case may be, shall determine, provided, however, that such price shall not be less than 100% of the fair market value of the Shares subject to such option, as determined below, at the date the option is granted (110% in the case of an Incentive Option granted to any person who, at the time the option is granted, owns stock of the Company or any subsidiary or parent of the Company possessing more than 10% of the total combined voting power of all classes of stock of the Company or of any subsidiary or parent of the Company (a “10% Shareholder”)).

If the Shares are listed on the NASDAQ Global Select Market on the date any option is granted, the fair market value per Share shall be deemed to be the closing price of the Shares on such exchange on the date upon which the option is granted, or, if not listed on such exchange, on any other national securities exchange on which the Shares are listed. If the Shares are not traded on any given date, or the national securities exchange on which the Shares are traded is not open for business on such date, the fair market value per Share shall be the closing price of the Shares determined as of the closest preceding date on which such exchange shall have been open for business and the Shares were traded. If the Shares are listed on more than one national securities exchange in the United States on the date any such option is granted, the Board of Directors or the Committee, as the case may be, shall determine which national securities exchange shall be used for the purpose of determining the fair market value per Share. If the Shares are not listed on a national securities exchange, the fair market value per Share shall be as determined in good faith by the Board of Directors or the Committee, as the case may be. The Board of Directors is authorized to adopt another fair market value per Share pricing method, provided such method is in compliance with the fair market value pricing rules set forth in Section 409A of the Code and the regulations promulgated thereunder.

For purposes of this Plan, the determination by the Board of Directors or the Committee, as the case may be, of the fair market value of a Share shall be conclusive.

3. Term of Options and Limitations on the Right of Exercise. The term of each option will be for such period as the Board of Directors or the Committee, as the case may be, shall determine, provided that, except as otherwise provided herein, in no event may any option granted hereunder be exercisable more than 10 years from the date of grant of such option (five years in the case of an Incentive Option granted to a 10% Shareholder). Each option shall become exercisable in such installments and at such times as may be designated by the Board of Directors or the Committee, as the case may be, and set forth in the agreement related to the grant of options. To the extent not exercised, installments shall accumulate and be exercisable, in whole or in part, at any time after becoming exercisable, but not later than the date the option expires. Stock options may provide for acceleration of exercisability in the event of the death, disability or retirement of the optionee.

The Board of Directors or the Committee, as the case may be, shall have the right to limit, restrict or prohibit, in whole or in part, from time to time, conditionally or unconditionally, rights to exercise any option granted hereunder.

To the extent that an option is not exercised within the period of exercisability specified therein, it shall expire as to the then unexercised part.

4. Exercise of Options. Options granted under the Plan shall be exercised by the optionee as to all or part of the Shares covered thereby by the giving of written notice of the exercise thereof to the Company's stock plan administration group or such other nominee as may be selected by the Company, specifying the number of Shares to be purchased, accompanied by payment therefore made to the Company for the full purchase price of such Shares or in such other manner as the Company may direct or as provided in the applicable option agreement.

Upon the exercise of an option granted hereunder, the Company shall cause the purchased Shares to be issued only when it shall have received the full purchase price for the Shares in cash; provided, however, that in lieu of cash, the holder of an option may, to the extent permitted by applicable law, exercise an option in whole or in part, by any method permitted by the Committee.

Notwithstanding the foregoing, the Company, in its sole discretion, may establish cashless exercise procedures whereby an option holder, subject to the requirements of Rule 16b−3, Regulation T, federal income tax laws, and other federal, state and local tax and securities laws, can exercise an option or a portion thereof without making a direct payment of the option price to the Company, including a program whereby option shares would be sold on behalf of and at the request of an option holder by a designated broker and the exercise price would be satisfied out of the sale proceeds and delivered to the Company. If the Company so elects to establish a cashless exercise program, the Company shall determine, in its sole discretion, and from time to time, such administrative procedures and policies as it deems appropriate and such

procedures and policies shall be binding on any option holder wishing to utilize the cashless exercise program.

If an option granted hereunder shall be exercised by the legal representative of a deceased option holder or former option holder or by a person who acquired an option granted hereunder by bequest or inheritance or by reason of the death of any option holder or former option holder, written notice of such exercise shall be accompanied by a certified copy of letters testamentary or equivalent proof of the right of such legal representative or other person to exercise such option.

5. Nontransferability of Options. An Incentive Option granted hereunder shall not be transferable, whether by operation of law or otherwise, other than by will or the laws of descent and distribution, and any Incentive Option granted hereunder shall be exercisable, during the lifetime of the holder, only by such holder. Except as determined by the Board of Directors or the Committee, as the case may be, or otherwise provided in the applicable option agreement, a NQSO granted hereunder shall not be transferable, whether by operation of law or otherwise, other than by will or the laws of descent and distribution, pursuant to a qualified domestic relations order (as defined under the Code or Title I of the Employee Retirement Income Security Act, or the rules thereunder), or for the benefit of any immediate family member of the option holder; provided that only gratuitous transfers of options shall be permitted. The option of any person to acquire Shares and all his rights thereunder shall terminate immediately if the holder: (a) attempts to or does sell, assign, transfer, pledge, hypothecate or otherwise dispose of the option or any rights thereunder to any other person except as permitted above; or (b) becomes insolvent or bankrupt or becomes involved in any matter so that the option or any rights thereunder becomes subject to being taken from him to satisfy his debts or liabilities.

6. Termination of Employment. Except as otherwise set forth in the agreement evidencing the award or as specified by the Board of Directors or the Committee, as the case may be, upon termination of employment of any option holder, any option previously granted to such option holder, shall, to the extent not theretofore exercised, be cancelled and become null and void, and all of the option holder's rights thereunder shall terminate.

7. Maximum Allotment of Incentive Options. If the aggregate fair market value of Shares with respect to which Incentive Options are exercisable for the first time by an employee during any calendar year (under all stock option plans of the Company and any parent or any subsidiary of the Company) exceeds $100,000, any options which otherwise qualify as Incentive Options, to the extent of the excess, will be treated as NQSOs.

VI. PERFORMANCE SHARE AWARDS

1. General. Performance Share awards may be granted alone or in addition to any other awards granted under the Plan. The provisions of Performance Share awards need not be the same with respect to each recipient. Performance Share awards granted under the Plan shall be in such form as the Board of Directors or the Committee, as the case may be, may from time to time approve. Each grant of a Performance Share award shall be evidenced by an agreement executed on behalf of the Company by an officer designated by the Board of Directors or the

Committee, as the case may be, and accepted by the recipient, which agreement may be in an electronic medium. Such agreement shall describe the Performance Share award and state that such award is subject to all the terms and provisions of the Plan and shall contain such other terms and provisions, consistent with the Plan, as the Board of Directors or the Committee, as the case may be, may approve. Each Performance Share awarded under the Plan shall entitle the grantee to receive one Share upon vesting of such Performance Share.

2. Restrictions and Vesting. Each Performance Share award shall vest upon (A) the passage of time, if any, and/or (B) the attainment by the Company of specified performance objectives. Vesting periods (the "Performance Period") and performance objectives shall be set by the Board of Directors or the Committee, as the case may be, in its sole discretion, at the time an award is made.

Performance Share awards shall become vested in a recipient upon the lapse of the Performance Period, if any, and/or the attainment of the associated performance objectives set by Committee or Board action, as the case may be, at the time of grant. Performance Share awards shall vest in such installments and at such times as may be designated by the Board of Directors or the Committee, as the case may be, and set forth in the agreement related to the granting of the Performance Share awards. The agreement evidencing the Performance Share awards may provide for acceleration of vesting in the event of certain types of terminations or events, as set forth in the award agreement or documents referred to therein.

3. Stock Certificate. No stock certificates shall be issued to the recipient with respect to Performance Share awards until such time as the Performance Share awards vest.

4. Treatment of Dividends. If any ordinary cash dividends are declared or paid on Shares, the record date of which is prior to the forfeiture or the vesting of Performance Share awards, the holder of the Performance Share awards shall be entitled to receive an amount equal to the amount of the per Share dividend declared for each Performance Share. Such dividends shall be paid to such recipients at the same time and in the same manner as dividends are paid to stockholders of the Company; provided that if a Performance Share award is subject to performance objectives, any dividends shall be paid only when and to the extent the Performance Shares are earned and paid.

5. Nontransferability. Subject to the provisions of this Plan and the applicable agreement, during the period when the Performance Shares have not vested, the recipient shall not be permitted to sell, transfer, pledge, assign or otherwise encumber Performance Shares awarded under the Plan.

6. Shareholder Rights. The recipient shall have no rights with respect to the Performance Shares or any Shares related thereto until they have vested, including no right to vote the Performance Shares or such Shares, other than the right to receive dividends as set forth in the Plan.

7. Termination of Employment. Except as otherwise set forth in the agreement evidencing the award or as specified by the Board of Directors or the Committee, as the case

may be, upon termination of employment, any awards previously granted shall, to the extent not theretofore exercised, be cancelled and become null and void, and all of the holder's rights thereunder shall terminate.

VII. PURCHASE FOR INVESTMENT

Except as hereafter provided, the Company may require the recipient of Shares pursuant to an option or award granted hereunder, upon receipt thereof, to execute and deliver to the Company a written statement, in form satisfactory to the Company, in which such holder represents and warrants that such holder is purchasing or acquiring the Shares acquired thereunder for such holder's own account, for investment only and not with a view to the resale or distribution thereof, and agrees that any subsequent offer for sale or sale or distribution of any of such Shares shall be made only pursuant to either (a) a Registration Statement on an appropriate form under the Securities Act of 1933, as amended (the "Act"), which Registration Statement has become effective and is current with regard to the Shares being offered or sold, or (b) a specific exemption from the registration requirements of the Act, but in claiming such exemption the holder shall, prior to any offer for sale or sale of such Shares, obtain a prior favorable written opinion, in form and substance satisfactory to the Company, from counsel for or approved by the Company, as to the applicability of such exemption thereto. The foregoing restriction shall not apply to (i) issuances by the Company so long as the Shares being issued are registered under the Act and a prospectus in respect thereof is current or (ii) reofferings of Shares by affiliates of the Company (as defined in Rule 405 or any successor rule or regulation promulgated under the Act) if the Shares being reoffered are registered under the Act and a prospectus in respect thereof is current.

VIII. ISSUANCE OF CERTIFICATES; LEGENDS; PAYMENT OF EXPENSES

The Company may endorse such legend or legends upon the certificates for Shares issued pursuant to a grant hereunder and may issue such "stop transfer" instructions to its transfer agent in respect of such Shares as, in its discretion, it determines to be necessary or appropriate to (i) prevent a violation of, or to perfect an exemption from, the registration requirements of the Act, (ii) implement the provisions of the Plan and any agreement between the Company and the optionee or grantee with respect to such Shares, or (iii) permit the Company to determine the occurrence of a disqualifying disposition, as described in Section 421(b) of the Code, of Shares transferred upon exercise of an Incentive Option granted under the Plan.

The Company shall pay all issue or transfer taxes with respect to the issuance or transfer of Shares upon exercise of an option or grant of Performance Share awards, as well as all fees and expenses necessarily incurred by the Company in connection with such issuance or transfer, except fees and expenses which may be necessitated by the filing or amending of a Registration Statement under the Act, which fees and expenses shall be borne by the recipient of the Shares unless such Registration Statement has been filed by the Company for its own corporate purposes (and the Company so states).

All Shares issued as provided herein shall be fully paid and non−assessable to the extent permitted by law.

IX. WITHHOLDING TAXES

An employee exercising an Option or acquiring Shares pursuant to the vesting of Performance Shares may elect to have Shares withheld by the Company in order to satisfy tax obligations. The amount of such Shares shall not be less than nor exceed such number as determined by the Committee as appropriate to avoid the award being subject to variable accounting under Accounting Principle 25 or treatment as a liability award under Financial Accounting Standard 123R. Any such election shall be made pursuant to a written notice signed by the employee. The Company may require an employee exercising an NQSO or disposing of Shares acquired pursuant to the exercise of an Incentive Option in a disqualifying disposition (within the meaning of Section 421(b) of the Code) or acquiring Shares pursuant to Performance Share awards to reimburse the Company for any taxes required by any government to be withheld or otherwise deducted and paid by the Company in respect of the issuance or disposition of Shares. In lieu thereof, the Company shall have the right to withhold the amount of such taxes from any other sums due or to become due from the Company to the employee upon such terms and conditions as the Board of Directors or the Committee, as the case may be, shall prescribe. Notwithstanding the foregoing, the Committee may, by the adoption of rules or otherwise, modify the provisions of this Article IX or impose such other restrictions or limitations as may be necessary to ensure that the withholding transactions described above will be exempt transactions under Section 16(b) of the Exchange Act.

With respect to withholding required hereunder, an optionee or holder of a Performance Share award may elect, subject to the approval of the Board of Directors or the Committee, as the case may be, to satisfy the withholding requirement, in whole or in part, by having the Company withhold Shares having a fair market value (as determined under the provisions of Article V, Paragraph 2) on the date the tax is to be determined equal to the minimum statutory total tax which could be imposed on the transaction. All such elections shall be irrevocable, made in writing, signed by the optionee or holder, and shall be subject to any restrictions or limitations that the Board of Directors or the Committee, as the case may be, in its sole discretion, deems appropriate.

If an optionee makes a disposition, within the meaning of Section 424(c) of the Code and regulations promulgated thereunder, of any Share or Shares issued to such optionee pursuant to the exercise of an Incentive Option within the two−year period commencing on the day after the date of the grant or within the one−year period commencing on the day after the date of transfer of such Share or Shares to the optionee pursuant to such exercise, the optionee shall, within 10 days after such disposition, notify the Company thereof, by delivery of written notice to the Company at its principal executive office.

X. DEFERRAL

The Board of Directors or the Committee, as the case may be, may permit an optionee or holder of Performance Share awards to defer such individual’s receipt of Shares that would otherwise be due to such optionee or holder by virtue of the exercise of an option or the lapse of restrictions with respect to Performance Share awards. If any such deferral election is required or permitted, the Board of Directors or the Committee, as the case may be, shall, in its sole

discretion, establish rules and procedures for such deferrals. The Committee may provide for such provisions as it deems necessary with respect to an award, including after it is granted, to prevent the award from being subject to or violating the requirements of Section 409A of the Code.

XI. LISTING OF SHARES AND RELATED MATTERS

If at any time the Board of Directors or the Committee, as the case may be, shall determine in its discretion that the listing, registration or qualification of the Shares covered by the Plan upon any national securities exchange or under any state or federal law or the consent or approval of any governmental regulatory body, is necessary or desirable as a condition of, or in connection with, the sale or purchase of Shares under the Plan, no Shares shall be issued unless and until such listing, registration, qualification, consent or approval shall have been effected or obtained, or otherwise provided for, free of any conditions not acceptable to the Board of Directors or the Committee, as the case may be. Notwithstanding the foregoing, none of the Company, the Committee or the Board of Directors shall be obligated to list, register, qualify or otherwise seek an exemption from the foregoing with respect to the Shares.

XII. AMENDMENT OF THE PLAN

The Board of Directors or the Committee, as the case may be, may, from time to time, amend the Plan, provided that no amendment shall be made, without the approval of the stockholders of the Company, that will (i) increase the total number of Shares which may be issued under the Plan (other than an increase resulting from an adjustment provided for in Article II), (ii) modify the provisions of the Plan relating to eligibility, (iii) materially increase the benefits accruing to participants under the Plan, (iv) extend the maximum period of the Plan or (v) must otherwise be approved by the stockholders of the Company in order to comply with applicable law or the rules of the NASDAQ Global Select Market or, if the Shares are not traded on the NASDAQ Global Select Market, the principal national securities exchange upon which the Shares are traded or quoted. The Board of Directors or the Committee, as the case may be, shall be authorized to amend the Plan and the awards granted hereunder to permit the Incentive Options granted hereunder to qualify as incentive stock options within the meaning of Section 422 of the Code (or such successor provision) and to comply with Rule 16b−3 of the Exchange Act. The rights and obligations under any option or award granted before amendment of the Plan or any unexercised portion of such option shall not be adversely affected by amendment of the Plan or the option without the consent of the holder of the option or the award.

XIII. TERMINATION OR SUSPENSION OF THE PLAN

The Board of Directors or the Committee, as the case may be, may at any time suspend or terminate the Plan. The Plan, unless sooner terminated by action of the Board of Directors or the Committee, as the case may be, shall terminate as provided in Article XVII. An option or award may not be granted while the Plan is suspended or after it is terminated. Rights and obligations under any option or award granted while the Plan is in effect shall not be altered or impaired by suspension or termination of the Plan, except upon the consent of the person to whom the option

or award was granted. The power of the Board of Directors or the Committee, as the case may be, to construe and administer any options and awards granted prior to the termination or suspension of the Plan under Article III nevertheless shall continue after such termination or during such suspension.

XIV. GOVERNING LAW

The Plan, such options and awards as may be granted thereunder and all related matters shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware.

XV. PARTIAL INVALIDITY

The invalidity or illegality of any provision herein shall not be deemed to affect the validity of any other provision.

XVI. COMPLIANCE WITH SECTION 409A OF THE CODE

To the extent applicable, it is intended that this Plan and any options or awards granted hereunder comply with the provisions of Section 409A of the Code, so that the income inclusion provisions of Section 409A(a)(1) of the Code do not apply to Participants in the Plan. This Plan and any options or awards granted hereunder shall be administered in a manner consistent with this intent. Any reference in this Plan to Section 409A of the Code will also include any regulations or any other formal guidance promulgated with respect to such Section by the U.S. Department of the Treasury or the Internal Revenue Service.

Neither a Participant in the Plan nor any of a Participant's creditors or beneficiaries shall have the right to subject any deferred compensation (within the meaning of Section 409A of the Code) payable under this Plan and options or awards granted hereunder to any anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, attachment or garnishment. Except as permitted under Section 409A of the Code, any deferred compensation (within the meaning of Section 409A of the Code) payable to a Participant in the Plan or for a Participant's benefit under this Plan and options or awards hereunder may not be reduced by, or offset against, any amount owing by a Participant in the Plan to the Company or any of its affiliates.

If, at the time of a Participant's separation from service (within the meaning of Section 409A of the Code), (i) the Participant shall be a specified employee (within the meaning of Section 409A of the Code and using the identification methodology selected by the Company from time to time) and (ii) the Company shall make a good faith determination that an amount payable hereunder constitutes deferred compensation (within the meaning of Section 409A of the Code) the payment of which is required to be delayed pursuant to the six−month delay rule set forth in Section 409A of the Code in order to avoid taxes or penalties under Section 409A of the Code, then the Company shall not pay such amount on the otherwise scheduled payment date but shall instead pay it, without interest, on the earlier of the first business day of the seventh month after such six−month period or death.

Notwithstanding any provision of this Plan and grants hereunder to the contrary, in light of the uncertainty with respect to the proper application of Section 409A of the Code, the Company reserves the right to make amendments to this Plan and options or awards granted hereunder as the Company deems necessary or desirable to avoid the imposition of taxes or penalties under Section 409A of the Code. In any case, a Participant in the Plan shall be solely responsible and liable for the satisfaction of all taxes and penalties that may be imposed on a Participant or for a Participant's account in connection with this Plan and options or awards hereunder (including any taxes and penalties under Section 409A of the Code), and neither the Company nor any of its affiliates shall have any obligation to indemnify or otherwise hold a Participant harmless from any or all of such taxes or penalties.

Notwithstanding anything in this Plan or any award agreement to the contrary, to the extent any provision of this Plan or an award agreement would cause a payment of deferred compensation that is subject to Section 409A of the Code to be made upon the occurrence of a change in control, then such payment shall not be made unless such change in control satisfies the requirements for a change in the ownership or effective control of the Company under Section 409A of the Code. Any payment that would have been made except for the application of the preceding sentence shall be made in accordance with the payment schedule that would have applied in the absence of a change in control.

XVII. EFFECTIVE DATE, DURATION OF THE PLAN

The Plan initially became effective on the date it was approved by the Company's stockholders, and shall remain in effect until terminated by the Board of Directors. In no event may any options or Performance Shares be granted under the Plan on or after May 27, 2019 (the tenth anniversary of the date the Plan was last approved by the Company's stockholders); provided, however, that the term of previously granted Options and Performance Shares may extend beyond that date.

This amended and restated Plan became effective upon approval by the Committee on June 23, 2014 (the "Restatement Effective Date"). On the Restatement Effective Date, Stock Incentive Plan Implementation Guidelines previously adopted by the Committee shall no longer apply, having been superseded by Plan amendments and Committee−approved award agreements for future awards. Options granted and Performance Shares awarded before the Restatement Effective Date shall, except to the extent specifically provided otherwise in award agreements, be governed by the terms of this Plan in effect on the date the grants or awards were made.

Century Aluminum Company

AMENDED AND RESTATED LONG−TERM INCENTIVE PLAN
(as amended and restated June 23, 2014)

1. NAME

The name of this Plan is the Amended and Restated Century Aluminum Company Long−Term Incentive Plan, which is amended and restated on June 23, 2014 (the "LTIP"). LTIP Awards issued in earlier years shall continue to be governed by the term of the LTIP as in effect on the date of the award.

2. PURPOSE

The purpose of the LTIP is to advance the interests of the Company by giving senior−level employees of the Company and its Subsidiaries who occupy key executive positions the opportunity to earn long−term incentive awards through achievement of performance goals and to acquire a proprietary interest in the Company.

3. DEFINITIONS

"Board" shall mean the Board of Directors of the Company.
"Code" shall mean the Internal Revenue Code of 1986, as amended.
"Committee" shall mean the Compensation Committee of the Board.
"Company" shall mean Century Aluminum Company.
"Earned Performance Unit Award" shall mean the number of Performance Units actually earned for a Plan Period, which may be more or less than the related Target Award, subject to the terms of the LTIP.
"LTIP Award" has the meaning set forth in Section 5.A.
"LTIP Award Value" has the meaning set forth in Section 5.A.
"Participant" shall mean any full−time salaried employee of the Company or a Subsidiary who is selected by the Committee to receive an LTIP Award under the LTIP.
"Peer Group" means the peer group established by the Committee from time to time.
"Performance Measures" may include any or all of the following: (1) earnings per share, (2) pre−tax profits (either at the Company or strategic business unit level), (3) net earnings or net worth, (4) return on equity or assets, (5) strategic objectives, (6) free cash flow from operations, (7) relative total shareholder return vis a vis a peer group selected by the Committee or (8) such

other standard or standards as the Board or Committee deems appropriate. Performance Measures may be similar to (but need not be the same as) goals and objectives for the Company as contained in and submitted to the Board annually in Company business plans.

"Performance Units" shall mean that portion of an LTIP Award which is denominated in units, each such unit having a fixed value of $1.00.

"Plan Periods" shall mean overlapping periods of three consecutive calendar years each, the first of which such periods under this LTIP shall commence on January 1, 2014 and end on December 31, 2016.

"Stock Incentive Plan" shall mean the Century Aluminum Company Amended and Restated Stock Incentive Plan, as amended and restated from time to time, the provisions of which are incorporated herein by reference.

"Subsidiary" shall mean any corporation or other entity, or any partnership or other enterprise, the voting stock or other form of equity of which, as the case may be, is owned or controlled 50% or more, directly or indirectly, by the Company.

"Target Award" shall mean the number of Performance Units initially awarded to a Participant under the LTIP.

"Time−vesting Performance Share Units" are contingent awards that entitle a Participant to receive one share of the Company's common stock for each Time−vesting Performance Share Unit that is vested.

4. TERM

The LTIP shall commence with the Plan Period that begins as of January 1, 2014, and shall continue until such time thereafter as it may be terminated by the Committee.

5. LTIP AWARD

A. General

1. On or before March 30 (or such later date as may be determined by the Committee) of the first calendar year of each Plan Period, the Committee, based on the recommendations of and in consultation with the Chief Executive Officer, as well as the Committee's independent analysis, shall, in its discretion, establish a list of Participants eligible to participate in the LTIP for the subject Plan Period and shall grant to each Participant an award under the LTIP with respect to that Plan Period (an "LTIP Award").
2. If an employee is selected as a Participant at any time other than on or before the beginning of a Plan Period, the Committee may, in its discretion, based on the recommendations of and in consultation with the Chief Executive Officer, as well

as the Committee's independent analysis, award such Participant a full or pro−rated LTIP Award for that Plan Period.

3. Each Participant's LTIP Award shall be expressed in dollars as a percentage of his or her base salary in effect as of the first day of the Plan Period to which said LTIP Award pertain (the "LTIP Award Value").
4. The Committee shall determine the percentage of any LTIP Award that shall be in the form of Performance Units and in the form of Time−vesting Performance Share Units at the time the applicable LTIP Award is granted.
5. Each LTIP Award shall be granted pursuant to, and shall be subject to, the provisions of the Stock Incentive Plan (to the extent the award is deliverable in shares of stock) and the LTIP. The number of LTIP Awards granted that may be settled in stock shall not exceed any applicable limits under the Stock Incentive Plan.

B. Performance Units

1. Grant of Award Opportunity
   a. The Target Award for each Participant shall be established by the Committee as the product obtained by multiplying the LTIP Award Value by the percentage of the LTIP Award that has been granted in the form of Performance Units.
   b. The Committee shall establish Performance Measures and the relative weighting for each Performance Measure, based on the recommendations of, and in consultation with, the Chief Executive Officer, as well as the Committee's independent analysis.
   c. For each Performance Measure that warrants the establishment of numerical goals, the Committee shall establish three levels of numerical goals: threshold, target, and outstanding, and the number of Performance Units that will be earned upon the achievement of each such goal, based on the recommendations of, and in consultation with, the Chief Executive Officer, as well as the Committee's independent analysis.
   d. With respect to strategic Performance Measures, high level goals will be described by the Committee qualitatively and the number of Performance Units that will be earned upon achievement of threshold, target and outstanding levels, based on the recommendations of, and in consultation with, the Chief Executive Officer, as well as the Committee's independent analysis.

2. Award Determination
    a. During the calendar year that begins immediately following the end of a Plan Period, the Committee shall, based on the recommendations of, and in consultation with, the Chief Executive Officer, as well as the Committee's independent analysis, determine in its discretion the extent to which Performance Measure goals have been met for that Plan Period (including whether adjustments to such goals and/or actual results shall be made). In doing so, the Committee shall determine the amount of each Participant's Earned Performance Unit Award by measuring independently, at the conclusion of the Plan Period, Company achievement of Performance Measure goals for each Performance Measure for that Plan Period, and then taking the sum of the earned amounts for each Performance Measure. Earned Performance Unit Awards may equal from zero up to two times a Target Award.
    b. The Committee shall have full and complete discretion, in light of considerations deemed appropriate by the Committee, to modify, based on the recommendations of and in consultation with the Chief Executive Officer, as well as the Committee's independent analysis, any Earned Performance Unit Award to increase or decrease the amount otherwise payable hereunder. This discretion shall include the right to make adjustments to the Performance Measure goals and/or actual results, to determine that an Earned Performance Unit Award shall be zero, to determine that an Earned Performance Unit Award exceeds the number of Performance Units actually earned for a Plan Period, and to provide for payment of an Earned Performance Unit Award up to 200% of the Target Award.
3. Payment.
    Earned Performance Unit Awards shall be paid, at the discretion of the Committee, in cash, at a rate of $1.00 per each Earned Performance Unit, or in shares of the Company's common stock in an amount equal to the number of Earned Performance Units divided by the average closing price of the Company's common stock for the 20 trading days immediately preceding the last day of the Plan Period (or, if payment is due before such date under the Award Agreement, as of the date the payment of the award is triggered). Except as provided in the Award Agreement, payment or settlement shall occur on or before March 30 of the calendar year that begins immediately after the end of the Plan Period.

C. Time−vesting Performance Share Units
1. Amount
    The aggregate number of Time−vesting Performance Share Units shall be the quotient of the percentage of the Participant's LTIP Award Value to be granted in Time−vesting Performance Share Units divided by the average closing price for the Company's

common stock for the 20 trading days immediately preceding the date as of which the LTIP Award is made. The Time−vesting Performance Share Units granted to a Participant as part of his or her LTIP Award shall be granted to the Participant as of the date on which his or her LTIP Award is made. The number of Time−vesting Performance Share Units is not subject to adjustment other than as is provided in Article II in the Stock Incentive Plan, but is subject to vesting and forfeiture as set forth in the Award Agreement.

2. Payment
Except as provided in the Award Agreement, Time−vesting Performance Share Units granted to a Participant shall vest in full upon the last day of the Plan Period in respect of which such Time−vesting Performance Share Units are granted and shall be settled for an equivalent number of shares of common stock of the Company on or before March 30 of the calendar year that begins immediately after the end of the Plan Period.

D. Recoupment

LTIP Awards shall be subject to recoupment by the Company under and in accordance with the provisions of any Incentive Compensation Recoupment Policy that may be adopted by the Board from time to time.

6. ADMINISTRATION

A. Each grant of an LTIP Award shall be evidenced by (1) a Performance Unit Award Agreement, and/or (2) a Time−vesting Performance Share Unit Award Agreement, as applicable, each of such agreements to be executed on behalf of the Company by an officer designated by the Committee and to be accepted by the Participant who receives such LTIP Award. Each such agreement shall state that the portion of the LTIP Award to which it pertains is subject to all the terms and provisions of the Stock Incentive Plan and the LTIP, and shall have such terms as the Committee shall approve, consistent with the provisions of the Stock Incentive Plan and the LTIP.

B. The Committee has full power and authority to amend, modify, terminate, construe, interpret and administer the LTIP. Any interpretation of the LTIP by the Committee or any action or decision by the Committee administering the LTIP shall be final and binding on all Participants.

C. In carrying out its duties hereunder the Committee may in its discretion (1) appoint such committees comprised of some or all of the members of the Committee, with such powers as the Committee shall in each case determine, (2) authorize one or more members of the Committee or any agent to execute or deliver any instrument or instruments in behalf of the Committee, and (3) employ such counsel, agents and other services as the Committee may require.

7. CHIEF EXECUTIVE OFFICER

The Committee shall make LTIP Awards to the Chief Executive Officer in its sole discretion. Notwithstanding anything contained herein to the contrary, to the extent proscribed by the Nasdaq Marketplace Rules, the Charter of the Committee and other applicable laws, rules and regulations, the Chief Executive Officer shall not provide recommendations with respect to LTIP Awards for the Chief Executive Officer.

8. NON−ASSIGNABILITY

Nothing in the LTIP shall be deemed to make any rights granted pursuant hereto assignable or transferable by a Participant except pursuant to the laws of descent and distribution. No rights under the LTIP may be hypothecated or encumbered in any manner whatsoever, and creditors of Participants shall have no right or power to obtain all or any portion of grants made hereunder. Any attempted assignment, hypothecation or encumbrance by a Participant shall be null and void. Each Participant may, however, designate one or more beneficiaries under the LTIP on a form to be supplied, upon request, by the Secretary of the Company.

9. WITHHOLDING

The Company and its Subsidiaries shall, to the extent required by law, have the right to deduct from payments of any kind due to a recipient hereunder or wages otherwise payable, or to otherwise require payment by said recipient, of the amount of any federal, state or local taxes required by law to be withheld with respect to the amounts earned under the LTIP. In addition, subject to and in accordance with the provisions of the Stock Incentive Plan and the applicable Award Agreement, a Participant may elect, with the Company's concurrence, to satisfy the withholding requirement with respect to Time−vesting Performance Share Units, or if settled in shares of Common Stock, Performance Units, by authorizing and directing the Company to withhold shares of Common Stock of the Company having a fair market value equal to the minimum required statutory withholding amount in connection with said applicable Award Agreement.

10. EMPLOYEE RIGHTS

No employee of the Company or any Subsidiary has a claim or right to be a Participant in the LTIP, to continue as a Participant, or to be granted LTIP Awards under the LTIP. The Company and its Subsidiaries are not obligated to give uniform treatment to Participants, except as and to the extent required by applicable law. Participation in the LTIP does not create a contract of employment between a Participant and the Company or any of its Subsidiaries, and does not give a Participant the right to be retained in the employment of the Company or its Subsidiaries; nor does it imply or confer any other rights. Nothing contained in the LTIP shall be deemed to require the Company or its Subsidiaries to deposit, invest or set aside any amounts for the payments of any LTIP Awards; nor will anything be deemed to give any Participant any ownership, security, or other rights in any assets of the Company or its Subsidiaries.

11. SECTION 409A

The LTIP is intended to comply with the provisions of Section 409A of the Code and shall be interpreted in a manner consistent with the requirements of such law to the extent applicable. If the Company determines that a Participant is a "specified employee" (as defined under Section 409A) at the time of termination of employment other than on account of death, payment of LTIP Awards shall be delayed until six months and one day following termination of employment if the Company determines that such delayed payment is required in order to avoid a prohibited distribution under Section 409A(a)(2) of the Code. In addition, to the extent that a Participant's benefits under the LTIP are payable upon a termination of employment and are subject to Section 409A, a "termination of employment" referred to herein shall be interpreted to mean a "separation from service" which qualifies as a permitted payment event under Section 409A of the Code.

12. GOVERNING LAW AND VALIDITY

The LTIP, all LTIP Awards that may be granted hereunder, and all related matters shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, and any applicable federal law. The invalidity or illegality of any provision herein shall not be deemed to affect the validity of any other provision.

AMENDMENT NO. 2 TO THE CENTURY ALUMINUM COMPANY AMENDED AND RESTATED SUPPLEMENTAL RETIREMENT INCOME BENEFIT PLAN

(As Amended and Restated Effective June 22, 2009)

WHEREAS, Century Aluminum Company (the "Company") adopted and maintains the Century Aluminum Company Amended and Restated Supplemental Retirement Income Benefit Plan, as amended and restated effective June 22, 2009 and has amended it once since then by Amendment No. 1 dated February 22, 2010 (the "Plan");

WHEREAS, the Company, with the approval of the Compensation Committee of the Company, is authorized to amend the Plan under Section 13(a) of the Plan; and

WHEREAS, the Company, with the approval of the Compensation Committee, desires to change the definition of Change in Control on Appendix A of the Plan to be consistent with the definition now in use for other executive compensation purposes.

NOW, THEREFORE, Appendix A to the Plan is hereby amended to read in its entirety as follows, effective on the date this Amendment is executed:

APPENDIX A
TO THE CENTURY ALUMINUM COMPANY AMENDED AND RESTATED SUPPLEMENTAL RETIREMENT INCOME BENEFIT PLAN

A "Change in Control" of the Century Aluminum Company (the "Company") shall be deemed to have occurred if, as the result of a single transaction or a series of transactions, the event set forth in any one of the following paragraphs shall have occurred:

(a) any Person (other than a Permitted Person or Glencore Xtrata plc or any of its subsidiaries, affiliates, successors or assigns (collectively, "Glencore")) becomes the Beneficial Owner, directly or indirectly, of securities of the Company representing fifty percent (50%) or more of the combined voting power of the Company's then outstanding voting securities;

(b) Glencore becomes the Beneficial Owner, directly or indirectly, of all of the issued and outstanding voting securities of the Company;

(c) Incumbent Directors at the beginning of any twelve− (12) month period cease at any time and for any reason to constitute a majority of the number of directors then serving on the Board. "Incumbent Directors" shall mean directors who either (A) are directors of the Company as of the June 24, 2014; (B) are appointed by or on behalf of Glencore; or (C) are elected, or nominated for election, to the Board with the affirmative votes of at least a majority vote of the Incumbent Directors at the time of such election or

nomination (but shall not include an individual whose election or nomination is in connection with an actual or threatened election contest by any Person, including but not limited to a consent solicitation, relating to the election of directors to the Board); or

(d) the approval by the stockholders of the Company of a complete liquidation or dissolution of the Company;

(e) the consummation of (A) a reorganization, merger or consolidation, or sale or disposition by the Company of all or substantially all of the assets of the Company and its subsidiaries to any Person or (B) the acquisition of assets or stock of another Person in exchange for voting securities of the Company (each of (A) and (B) a "Business Combination"), in each case, other than a Business Combination (x) with a Permitted Person or (y) pursuant to which, at least fifty percent (50%) of the combined voting power of the voting securities of the entity resulting from such Business Combination are owned by stockholders of the Company in substantially the same proportions as their ownership of the Company immediately prior to such sale; provided that, any Business Combination with Glencore shall not constitute a Change in Control, unless, as a result of such Business Combination, Glencore, individually or as a "group" (as defined in Rule 13d of the Securities Exchange Act of 1934, as amended) (X) owns, directly or indirectly, all or substantially all of the assets of the Company and its subsidiaries or (Y) Beneficially Owns, directly or indirectly, of all of the issued and outstanding voting securities of the Company.

For purposed of the above definition, the following terms shall have the meanings indicated below:

"Beneficial Owner" or "Beneficially Owned" shall have the meaning set forth in Rule 13d−3 under the Securities Exchange Act of 1934, as amended (the "Exchange Act").

"Person" shall have the meaning given in Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 14(d) thereof, except that such term shall not include (i) the Company or any of its subsidiaries, (ii) a trustee or other fiduciary holding securities under an employee benefit plan sponsored or maintained by the Company or any of its subsidiaries, (iii) an underwriter temporarily holding securities pursuant to an offering of such securities or (iv) a corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company (the entities identified in clauses (i)−(iv), the "Permitted Persons" and each a "Permitted Person").

IN WITNESS WHEREOF, an authorized officer of the Company has caused this Amendment No. 2 to the Plan to be executed this 23 day of June, 2014.

CENTURY ALUMINUM COMPANY
RETIREMENT COMMITTEE

By: /s/ Rick T. Dillon

Title: Chairman

CENTURY ALUMINUM COMPANY

PERFORMANCE UNIT AWARD AGREEMENT
UNDER THE
AMENDED AND RESTATED STOCK INCENTIVE PLAN
AND THE
AMENDED AND RESTATED LONG−TERM INCENTIVE PLAN

This Agreement is made as of _____, (the "Award Date"), between CENTURY ALUMINUM COMPANY (the "Company") and _____ ("Participant").

WITNESSETH:

WHEREAS, the Company has adopted: (i) the Century Aluminum Company Amended and Restated Stock Incentive Plan, effective June 23, 2014 (the "Stock Incentive Plan") and (ii) the Century Aluminum Company Amended and Restated Long−Term Incentive Plan, effective June 23, 2014 (the "LTIP"), authorizing the grant of awards of Performance Units to eligible individuals in connection with the performance of services for the Company and its Subsidiaries; and

WHEREAS, the Company regards Participant as a valuable contributor to the Company, and has determined that it would be to the advantage and interest of the Company and its shareholders to award to Participant the Performance Units provided for in this Agreement, subject to the terms and conditions of this Agreement, the Stock Incentive Plan and the LTIP.

NOW, THEREFORE, in consideration of the foregoing premises, and the mutual covenants herein contained, the parties to this Agreement hereby agree as follows:

1. Performance Units.

(a) Target Award. The Company hereby awards to Participant _____ Performance Units as a target award (the "Target Award") for the performance period extending from January 1, ____ to December 31, ____ (the "Plan Period"), subject to adjustment upward or downward based on the achievement of Performance Measures as described in 1(b) below.

(b) Earned Performance Unit Award. The number of Performance Units actually earned and payable hereunder (the "Earned Performance Units") will be based on the Performance Measures established for the Plan Period under the LTIP as communicated to the Participant in writing on or before the date of this Agreement.

The Committee has full and complete discretion to determine the extent to which performance has been achieved, and the Committee shall have full and complete discretion, in light of considerations deemed appropriate by the Committee, to modify, with input from the Chief Executive Officer, any Earned Performance Unit Award to increase or decrease the amount otherwise payable hereunder. This discretion shall

include the right to make adjustments to the Performance Measures and/or actual results, to determine that an Earned Performance Unit Award shall be zero, to determine that an Earned Performance Unit Award exceeds the number of Performance Units actually earned for a Plan Period, and to provide for payment of an earned Performance Unit Award in an amount up to 200% of the Target Award.

(c) Value and Payment of Earned Performance Unit Awards. The value payable to Participant for an Earned Performance Unit Award shall equal $1.00 for each Performance Unit actually earned. Earned Performance Unit Awards shall be paid at the discretion of the Committee, in cash, at a rate of $1.00 per each Earned Performance Unit, or in shares of the Company's common stock in an amount equal to the number of Earned Performance Units divided by the average closing price of the Company's common stock for the 20 trading days immediately preceding the last day of the Performance Period.

2. Vesting and Settlement; Change in Control; Termination of Employment.

(a) Vesting and Settlement. Except as provided in 2(b)−(e) below, Performance Units will vest, to the extent earned, on the last day of the Plan Period, and payment shall be made on or before March 30 in the calendar year that begins immediately after the end of the Plan Period.

(b) Termination of Employment. Termination of employment with the Company and its Subsidiaries prior to the end of the Plan Period for any reason other than death, Disability, Retirement or in connection with a Change in Control pursuant to Sections 2(c) and 2(d) hereof, shall result in forfeiture of all opportunity to be paid for all Performance Units.

(c) Termination Due to Death, Disability or Retirement. A pro−rated portion of an Earned Performance Unit Award will be vested and paid if employment with the Company and its Subsidiaries is terminated prior to the end of the Plan Period due to death, Disability, Retirement, or other reason approved by the Committee. The pro−rated portion shall be determined by multiplying the Earned Performance Unit Award by a fraction, the numerator of which is the number of days of full employment by the Company or a Subsidiary during such Plan Period and the denominator of which is the number of total days in the Plan Period. Payment of such a pro−rated Earned Performance Unit Award will be made on or before March 30 in the calendar year that begins immediately after the end of the Plan Period; provided that if Participant's employment is terminated prior to the end of the Plan Period due to death, payment of a pro−rated Earned Performance Unit Award (earned based on the Target Award) will be made as soon as administratively practicable following such death and in no event later than 2½ months after the end of the calendar year of death. The remaining portion of any Earned Performance Unit Award will be canceled and forfeited.

(d) Change of Control. If, prior to the end of the applicable Plan Period, Participant (i) is Terminated Other than for Cause during a Change in Control Protection Period or (ii) terminates employment for Good Reason during a Change in Control Protection Period, then Participant shall be entitled to Performance Units in an amount equal to the Target Award. Payment of such Performance Units shall be made within 60 days following termination of employment (or within such other time period as may be required under Section 409A of the Code, if the award constitutes "deferred compensation" under that Code Section).

(e) Severance Plan Controls if Better. Notwithstanding anything to the contrary contained herein, the vesting and payment timing of Performance Units shall be as provided under the Company's Amended and Restated Executive Severance Plan (the "Severance Plan") if the Participant is a participant therein, or other written agreement between the Participant and the Company which has been approved by the Committee, if such rights are more favorable to Participant than the vesting and payment terms described above. Notwithstanding the preceding sentence, if, following the date of this Agreement, Participant becomes first eligible for the Severance Plan or reaches another agreement that is more favorable than the terms of this Agreement, the Severance Plan or such other agreement will not apply to accelerate or delay the time of payment of this Award if such would be impermissible under Section 409A of the Code, but vesting or computation of the amounts to be paid shall be governed by the most favorable of such plans and agreements.

(f) Release. The receipt by the Participant of any payments or benefits under Sections 2(c) or 2(d) is further subject to the Participant, or Participant's heirs or successor(s), as applicable, executing, delivering and not revoking a release of claims in form and substance acceptable to the Company acting reasonably within forty five (45) days following termination, or all rights to payment or receipt of benefits hereunder lapse.

3. Designation of Beneficiaries. On a form provided to the Company, Participant may designate a beneficiary or beneficiaries to receive, in the event of Participant's death, all or part of any amounts to be distributed to Participant under this Agreement.

4. Stock Certificates. Upon the settlement of any Earned Performance Units in shares of the Company's common stock (and subject to payment by Participant of all applicable withholding taxes pursuant to Section 10), the Company shall cause a stock certificate to be delivered or book entry to be made covering the appropriate number of shares registered on the Company's books in the name of Participant. All shares of the Company's common stock which are issued under this Agreement shall be fully paid and non−assessable.

5. Data Privacy. Participant hereby acknowledges that to perform its requirements under this Agreement, the Stock Incentive Plan and the LTIP, the Company and its Subsidiaries may process sensitive personal data about Participant. Such data include but are not limited to the information provided above and any changes thereto and other appropriate personal and financial data about Participant. Participant hereby gives explicit consent to the Company to

process any such personal data and/or sensitive personal data. The legal persons for whom such personal data are intended are the Company and any of its Subsidiaries and representatives, including consultants. Participant has been informed of his/her right of access and correction to his/her personal data by applying to the Company's director of human resources.

6. Employee Rights. Participant may not assign or transfer his or her rights under this Agreement except as expressly provided under the LTIP. The Agreement does not create a contract of employment between Participant and the Company or any of its Subsidiaries, and does not give Participant the right to be retained in the employment of the Company or any of its Subsidiaries; nor does it imply or confer any other employment rights, or confer any ownership, security or other rights to Company assets. The Performance Units awarded hereunder are solely within the discretion of the Company, are not intended to constitute a part of Participant's wages, ongoing or otherwise, and no inference should be drawn or permitted that the grant herein suggests Participant will receive any subsequent grants. If any subsequent grant is in fact made, it shall be in the sole discretion of the Company and the Company is under no obligation to make any future grant or to consider making any future grant. The value of the Performance Units awarded under this Agreement (either on the date of the award or at the time of vesting) shall not be included as compensation or earnings for purposes of any other benefit plan offered by the Company.

7. Recoupment. The Performance Units awarded under this Agreement shall be subject to recoupment by the Company under and in accordance with the provisions of any Incentive Compensation Recoupment Policy that may be adopted by the Board from time to time.

8. Delaware Law. This Agreement and all related matters shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, and any applicable federal law. The invalidity or illegality of any provision herein shall not be deemed to affect the validity of any other provision.

9. Section 409A. Participant acknowledges that Participant's receipt of certain benefits under this Agreement may be subject to Section 409A of the Code. If the Company determines that the Participant is a "specified employee" (as defined under Section 409A) at the time of termination of employment, then, payment shall be delayed until six months and one day following termination of employment if the Company determines that such delayed payment is required in order to avoid a prohibited distribution under Section 409A(a)(2) of the Code. In addition, to the extent that Participant's benefits under this Agreement are payable upon a termination of employment and are subject to Section 409A, a "termination of employment" shall be interpreted to mean a "separation from service" which qualifies as a permitted payment event under Section 409A of the Code.

10. Withholding. The Company and its Subsidiaries shall have the right to deduct from any payments of any kind due to the recipient hereunder, or to otherwise require payment by the recipient, of the amount of any federal, state or local taxes required by law to be withheld with respect to the amounts earned under this Agreement. In addition, subject to and in accordance

with the provisions of the Stock Incentive Plan and the approval of the Company, the Participant may elect to satisfy the withholding requirement with respect to any Earned Performance Units settled in shares of the Company's common stock by authorizing and directing the Company to withhold shares of common stock of the Company having a fair market value equal to the minimum required statutory withholding amount with respect thereto, in accordance with such procedures as the Company may provide. The Company is not responsible for any tax consequences to Participant relating to this Agreement. Participant alone is responsible for these tax obligations, and hereby agrees to indemnify the Company from any loss or liability it suffers as a result of the failure by Participant to pay such tax obligations

11. Definitions. In addition to terms defined elsewhere in this Agreement and capitalized terms not defined herein but defined in the Stock Incentive Plan or the LTIP which shall control hereunder, the following terms shall have the following meanings:

(a) "Beneficial Owner" or "Beneficially Owned" shall have the meaning set forth in Rule 13d−3 under the Securities Exchange Act of 1934, as amended (the "Exchange Act").

(b) "Change in Control" of the Company shall be deemed to have occurred if, as the result of a single transaction or a series of transactions, the event set forth in any one of the following paragraphs shall have occurred:

i. any Person (other than a Permitted Person or Glencore Xtrata plc or any of its subsidiaries, affiliates, successors or assigns (collectively, "Glencore")) becomes the Beneficial Owner, directly or indirectly, of securities of the Company representing fifty percent (50%) or more of the combined voting power of the Company's then outstanding voting securities;

ii. Glencore becomes the Beneficial Owner, directly or indirectly, of all of the issued and outstanding voting securities of the Company;

iii. Incumbent Directors at the beginning of any twelve− (12) month period cease at any time and for any reason to constitute a majority of the number of directors then serving on the Board of Directors of the Company. "Incumbent Directors" shall mean directors who either (A) are directors of the Company as of the Effective Date; (B) are appointed by or on behalf of Glencore; or (C) are elected, or nominated for election, to the Board of Directors of the Company with the affirmative votes of at least a majority vote of the Incumbent Directors at the time of such election or nomination (but shall not include an individual whose election or nomination is in connection with an actual or threatened election contest by any Person, including but not limited to a consent solicitation, relating to the election of directors to the Board of Directors of the Company);

iv. the approval by the stockholders of the Company of a complete liquidation or dissolution of the Company; or

v. the consummation of (A) a reorganization, merger or consolidation, or sale or disposition by the Company of all or substantially all of the assets of the Company and its subsidiaries to any Person or (B) the acquisition of assets or stock of another Person in exchange for voting securities of the Company (each of (A) and (B) a "Business Combination"), in each case, other than a Business Combination (x) with a Permitted Person or (y) pursuant to which, at least fifty percent (50%) of the combined voting power of the voting securities of the entity resulting from such Business Combination are owned by stockholders of the Company in substantially the same proportions as their ownership of the Company immediately prior to such sale; provided that, any Business Combination with Glencore shall not constitute a Change in Control, unless, as a result of such Business Combination, Glencore (X) owns, directly or indirectly, all or substantially all of the assets of the Company and its subsidiaries or (Y) Beneficially Owns, directly or indirectly, of all of the issued and outstanding voting securities of the Company.

(c) "Change in Control Protection Period" shall mean (i) the twenty−four− (24) month period beginning on the date of any Change in Control occurring and (ii) the six− (6) month period prior to the date of any Change in Control, if the Participant is terminated during such six−month period and such termination (x) was at the request of a third party who had taken steps reasonably calculated or intended to effect a Change in Control or (y) otherwise arose in connection with or in anticipation of the Change in Control.

(d) "Disability" means a condition of Participant which, by reason of any medically determinable physical or mental impairment that can be expected to result in death or to last for a continuous period of at least 12 months: (a) makes Participant unable to engage in any substantial gainful activity; or (b) as a result of which Participant is receiving income replacement benefits for a period of not less than 3 months under an accident and health plan covering employees of the Company. If at any time a physician appointed by the Company or its agent or insurer, or the Social Security Administration, makes a determination with respect to Participant's Disability, that determination shall be final, conclusive, and binding upon the Company, the Participant, and their successors in interest.

(e) "Code" shall mean the Internal Revenue Code of 1986, as amended.

(f) "Good Reason" shall mean the occurrence of any one of the following without the Participant's prior written consent:

i. a reduction in the Participant's base salary, target annual cash incentive bonus or long−term incentive compensation opportunity (as determined by the Compensation Committee in good faith), except as part of a reduction of less

than ten percent (10%) that is applicable to all of the Company's senior executives; or

ii. a relocation of the offices at which the Participant is principally employed for a period of at least three months, which relocation increases the distance between the Participant's residence and such offices by more than fifty (50) miles, excluding required and appropriate travel on the Company's business to an extent substantially consistent with the Participant's business travel obligations prior to the Change in Control or substantially consistent with the customary travel obligations of a similarly situated officer of a similar sized company.

provided, however, that in either such case: (1) the Participant notifies the Company of the occurrence of Good Reason within sixty (60) days after the Participant becomes aware (or should have become aware) of the applicable facts and circumstances giving rise to the occurrence; (2) the Company shall have the right, within thirty (30) days after receipt of such written notice (which shall set forth in reasonable detail the specific conduct of Company that constitutes Good Reason and the specific provision(s) of this Plan on which the Participant relies), to cure the event or circumstances giving rise to such Good Reason and, in the event of the Company so cures, such event or circumstances shall not constitute Good Reason hereunder; and (3) if the Company fails to cure the event or circumstance giving rise to such Good Reason, the Participant resigns within thirty (30) days after the expiration of the thirty−day cure period. In any event, for a termination to be considered for Good Reason hereunder, the termination must occur no later than two years after the initial existence of the condition alleged to give rise to Good Reason. A Good Reason termination shall be treated as an involuntary separation from service for purposes of Code Section 409A.

(g) "Person" shall have the meaning given in Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 14(d) thereof, except that such term shall not include (i) the Company or any of its subsidiaries, (ii) a trustee or other fiduciary holding securities under an employee benefit plan sponsored or maintained by the Company or any of its subsidiaries, (iii) an underwriter temporarily holding securities pursuant to an offering of such securities or (iv) a corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company (the entities identified in clauses (i)−(iv), the "Permitted Persons" and each a "Permitted Person").

(h) "Retirement" shall mean termination of employment on or after the attainment of "normal retirement age" as defined under the Company's Employees Retirement Plan as in effect on the Award Date.

(i) "Subsidiary" shall mean any corporation or other entity, or any partnership or other enterprise, the voting stock or other form of equity of which, as the case may be, is owned or controlled 50% or more, directly or indirectly, by the Company.

(j) "Termination Other than for Cause" shall mean termination of Participant's employment by the Company or a Subsidiary other than for Cause and expressly excludes voluntary termination by Participant. "Cause" shall mean:

i. the Participant's malfeasance or nonfeasance in the performance of the material duties or responsibilities of his or her position with the Company or any of its subsidiaries, or failure to timely carry out any material lawful and reasonable directive of the Company, in each case if not remedied within fifteen (15) days after receipt of written notice from the Company describing such malfeasance, non−feasance or failure;

ii. the Participant's embezzlement or misappropriation of any material funds or property of the Company or any of its subsidiaries or of any material corporate opportunity of the Company or any of its subsidiaries;

iii. the conduct by the Participant which is a material violation of any agreement between the Participant and the Company or any of its subsidiaries or affiliates in each case, that is not remedied within fifteen (15) days after receipt of written notice from the Company describing such conduct;

iv. any material violation of any generally applicable written policy of the Company previously provided to the Participant, the terms of which provide that violation may be grounds for termination of employment in each case, that is not remedied within fifteen (15) days after receipt of written notice from the Company describing such conduct;

v. the commission by the Participant of an act of fraud or willful misconduct or Participant's gross negligence, in each case that has caused or is reasonably expected to result in material injury to the Company or any of its subsidiaries; or

vi. the Participant's commission of any felony or of any misdemeanor involving moral turpitude.

Any termination for Cause of a Participant shall be effective upon receipt by the Participant of a notice in accordance stating in reasonable detail the facts and circumstances alleged to provide a basis for termination for Cause, provided, that, if provided for in a separate contract, communication or letter to a specific Participant, shall be effective only as and if the process in such separate contract, communication or letter is followed.

12. Entire Agreement. The Stock Incentive Plan, the LTIP and this Agreement together constitute the entire agreement between the Company and Participant pertaining to the subject matter hereof, supersede all prior or contemporaneous written or verbal agreements and

understandings between the parties in connection therewith, and shall not be modified or amended except by written instrument duly signed by the parties. In the event of any conflict between this Agreement, the Stock Incentive Plan and the LTIP, the following order of precedence shall apply: first the LTIP, then the Stock Incentive Plan (unless payment hereunder is to be made in stock, in which event the reverse order shall apply) and then this Agreement. No waiver by either party of any default under this Agreement shall be deemed a waiver of any later default. The various provisions of this Agreement are severable in their entirety. Any determination of invalidity or unenforceability of any one provision shall have no effect on the continuing force and effect of the remaining provision. The Committee shall have the sole and complete authority and discretion to decide any questions concerning the application, interpretation or scope of any of the terms and conditions of this Agreement, and its decisions shall be binding and conclusive upon all interested parties. This Agreement shall be binding upon and inure to the benefit of the successors, assigns and heirs of the respective parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Performance Unit Award Agreement as of the date first above written. The Participant also hereby acknowledges receipt of a copy of the Stock Incentive Plan and the LTIP.

Century Aluminum Company

By _____

Name, Tile

_____

Participant Signature

_____

Participant Printed Name

CENTURY ALUMINUM COMPANY
TIME−VESTING PERFORMANCE SHARE UNIT AWARD AGREEMENT
UNDER THE
AMENDED AND RESTATED STOCK INCENTIVE PLAN
AND THE
AMENDED AND RESTATED LONG−TERM INCENTIVE PLAN

This Agreement is made as of _____, _____, (the "Award Date"), between CENTURY ALUMINUM COMPANY (the "Company") and _____ ("Participant").

WITNESSETH:

WHEREAS, the Company has adopted: (i) the Century Aluminum Company Amended and Restated Stock Incentive Plan, effective June 23, 2014 (the "Stock Incentive Plan") and (ii) the Century Aluminum Company Amended and Restated Long−Term Incentive Plan, effective June 23, 2014 (the "LTIP"), authorizing the grant of awards of Time−vesting Performance Share Units to eligible individuals in connection with the performance of services for the Company and its Subsidiaries; and

WHEREAS, the Company regards Participant as a valuable contributor to the Company, and has determined that it would be to the advantage and interest of the Company and its stockholders to award to Participant the Time−vesting Performance Share Units provided for in this Agreement, subject to the terms and conditions of this Agreement, the Stock Incentive Plan and the LTIP.

NOW, THEREFORE, in consideration of the foregoing premises, and the mutual covenants herein contained, the parties to this Agreement hereby agree as follows:

1. Award of Time−vesting Performance Share Units. The Company hereby awards to Participant _____ Time−vesting Performance Share Units for the period extending from January 1, ____ to December 31, ____ (the "Plan Period"). Subject to the terms and conditions of this Agreement, the Stock Incentive Plan and the LTIP, each Time−vesting Performance Share Unit represents the right to receive one share of the Company's common stock.

2. Vesting and Settlement; Change in Control; Termination of Employment.

   (a) Vesting and Settlement. Except as provided in 2(b)−(e) below, Time−vesting Performance Share Units will vest in full on the last day of the Plan Period, and payment shall be made on or before March 30 in the calendar year that begins immediately after the end of the Plan Period.

   (b) Termination of Employment. Termination of employment with the Company and its Subsidiaries prior to the end of the Plan Period for any reason other than death, Disability, Retirement or in connection with a Change in Control pursuant to Sections 2(c) and 2(d) hereof, shall result in forfeiture of all Time−vesting Performance Share Units.

(c) Termination Due to Death, Disability or Retirement. A pro−rated portion of the Time−vesting Performance Share Units will be vested if employment with the Company and its Subsidiaries is terminated prior to the end of the Plan Period due to death, Disability, Retirement or other reason approved by the Committee. The pro−rated portion shall be determined by multiplying the Time−vesting Performance Share Units by a fraction, the numerator of which is the number of days of full employment by the Company or a Subsidiary during such Plan Period and the denominator of which is the number of total days in the Plan Period. Settlement of such a pro−rated Time−vesting Performance Share Units will be made on or before March 30 in the calendar year that begins immediately after the end of the Plan Period; provided that if Participant's employment is terminated prior to the end of the Plan Period due to death, settlement of the pro−rated Time−vesting Performance Share Units will be made as soon as administratively practicable following such death and in no event later than 2½ months after the end of the calendar year of death. The remaining portion of any Time−vesting Performance Share Units will be canceled and forfeited.

(d) Change of Control. All Time−vesting Performance Share Units will be vested if, prior to the end of the applicable Plan Period, Participant (i) is Terminated Other than for Cause during a Change in Control Protection Period or (ii) terminates employment for Good Reason during a Change in Control Protection Period. Settlement of such Time−vesting Performance Share Units shall be made within 60 days following termination of employment (or within such other time period as may be required under Section 409A of the Code, if the award constitutes "deferred compensation" under that Code Section).

(e) Severance Plan Controls if Better. Notwithstanding anything to the contrary contained herein, the vesting and settlement timing of Time−vesting Performance Share Units shall be as provided under the Company's Amended and Restated Executive Severance Plan (the "Severance Plan") if the Participant is a participant therein, or other written agreement between the Participant and the Company which has been approved by the Committee, if such rights are more favorable to Participant than the vesting and settlement terms described above. Notwithstanding the preceding sentence, if, following the date of this Agreement, Participant becomes first eligible for the Severance Plan or reaches another agreement that is more favorable than the terms of this Agreement, the Severance Plan or such other agreement will not apply to accelerate or delay the time of payment of this Award if such would be impermissible under Section 409A of the Code, but vesting or computation of the amounts to be paid shall be governed by the most favorable of such plans and agreements.

(f) Release. The receipt by the Participant of any payments or benefits under Sections 2(c) or 2(d) is further subject to the Participant, or Participant's heirs or successor(s), as applicable, executing, delivering and not revoking a release of claims in form and substance acceptable to the Company acting reasonably within forty five (45) days following termination, or all rights to payment or receipt of benefits hereunder lapse.

3. Change in Common Stock or Corporate Structure. Upon any stock dividend, stock split, combination or exchange of shares of common stock, recapitalization or other change in the capital structure of the Company, corporate separation or division (including, but not limited to, split−up, spin−off or distribution to Company stockholders other than a normal cash dividend), sale by the Company of all or a substantial portion of its assets, rights offering, merger, consolidation, reorganization or partial or complete liquidation, or any other corporate transaction or event having an effect similar to any of the foregoing, the number of Time−vesting Performance Share Units granted hereunder shall be equitably and appropriately adjusted, and the securities subject to the Time−vesting Performance Share Units shall be equitably and appropriately substituted for new securities or other consideration, as determined by the Committee in accordance with the provisions of the Stock Incentive Plan. Any such adjustment made by the Committee shall be conclusive and binding upon the Participant, the Company and all other interested persons.

4. Designation of Beneficiaries. On a form provided to the Company, Participant may designate a beneficiary or beneficiaries to receive, in the event of Participant's death, all or part of any amounts to be distributed to Participant under this Agreement.

5. Stock Certificates. Upon the settlement of the Time−vesting Performance Share Units (and subject to payment by Participant of all applicable withholding taxes pursuant to Section 12), the Company shall cause a stock certificate to be delivered or book entry to be made covering the appropriate number of shares registered on the Company's books in the name of Participant. All Time−vesting Performance Share Units which are issued under this Agreement shall be fully paid and non−assessable.

6. Voting, Dividends. Participant shall have no rights as a stockholder (including no rights to vote or receive dividends or distributions) with respect to any Time−vesting Performance Share Units until Participant becomes a stockholder upon the settlement of such Time−vesting Performance Share Units in accordance with the terms and provisions of the Agreement and the Stock Incentive Plan. Notwithstanding the foregoing, Participant will be entitled to receive dividend equivalents with respect to the Time−vesting Performance Share Units as provided in this Section 6. Upon an ordinary cash dividend on the shares of common stock of the Company the record date of which is prior to the settlement or forfeiture of any Time−vesting Performance Share Units, the Company shall allocate for Participant an amount equal to the amount of such ordinary cash dividend multiplied by the number of Time−vesting Performance Share Units, and the Company shall pay immediately to Participant any such amounts upon the vesting and settlement of the corresponding Time−vesting Performance Share Units, provided that any rights to receive such amounts shall be forfeited upon the forfeiture of the corresponding Time−vesting Performance Share Units.

7. Data Privacy. Participant hereby acknowledges that to perform its requirements under this Agreement, the LTIP and the Stock Incentive Plan, the Company and its Subsidiaries may process sensitive personal data about Participant. Such data include but are not limited to the information provided above and any changes thereto and other appropriate personal and financial data about Participant. Participant hereby gives explicit consent to the Company to process any such personal data and/or sensitive personal data. The legal persons for whom

such personal data are intended are the Company and any of its Subsidiaries and representatives, including stock brokers, stock record keepers or other consultants. Participant has been informed of his/her right of access and correction to his/her personal data by applying to the Company's director of human resources.

8. Employee Rights. Participant may not assign or transfer his or her rights under this Agreement except as expressly provided under the Stock Incentive Plan and the LTIP. The Agreement does not create a contract of employment between Participant and the Company or any of its Subsidiaries, and does not give Participant the right to be retained in the employment of the Company or any of its Subsidiaries; nor does it imply or confer any other employment rights, or confer any ownership, security or other rights to Company assets. The Time−vesting Performance Share Units awarded hereunder are solely within the discretion of the Company, are not intended to constitute a part of Participant's wages, ongoing or otherwise, and no inference should be drawn or permitted that the grant herein suggests Participant will receive any subsequent grants. If any subsequent grant is in fact made, it shall be in the sole discretion of the Company and the Company is under no obligation to make any future grant or to consider making any future grant. The value of the Time−vesting Performance Share Units awarded under this Agreement (either on the date of the award or at the time of vesting) shall not be included as compensation or earnings for purposes of any other benefit plan offered by the Company.

9. Recoupment. The Time−vesting Performance Share Units awarded hereunder shall be subject to recoupment by the Company under and in accordance with the provisions of any Incentive Compensation Recoupment Policy that may be adopted by the Board from time to time.

10. Delaware Law. This Agreement and all related matters shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, and any applicable federal law. The invalidity or illegality of any provision herein shall not be deemed to affect the validity of any other provision.

11. Section 409A. Participant acknowledges that Participant's receipt of certain benefits under this Agreement may be subject to Section 409A of the Code. If the Company determines that the Participant is a "specified employee" (as defined under Section 409A) at the time of termination of employment, then, payment shall be delayed until six months and one day following termination of employment if the Company determines that such delayed payment is required in order to avoid a prohibited distribution under Section 409A(a)(2) of the Code. In addition, to the extent that Participant's benefits under this Agreement are payable upon a termination of employment and are subject to Section 409A, a "termination of employment" shall be interpreted to mean a "separation from service" which qualifies as a permitted payment event under Section 409A of the Code.

12. Withholding. The Company and its Subsidiaries shall have the right to deduct from any payments of any kind due to the recipient hereunder, or to otherwise require payment by the recipient, of the amount of any federal, state or local taxes required by law to be withheld with respect to the amounts earned under this Agreement. In addition, subject to and in accordance with the provisions of the Stock Incentive Plan and the approval of the Company, the Participant may elect to satisfy the withholding requirement with respect to the Time−vesting Performance

Share Units by authorizing and directing the Company to withhold shares of common stock of the Company having a fair market value equal to the minimum required statutory withholding amount with respect thereto, in accordance with such procedures as the Company may provide. The Company is not responsible for any tax consequences to Participant relating to this Agreement. Participant alone is responsible for these tax obligations, and hereby agrees to indemnify the Company from any loss or liability it suffers as a result of the failure by Participant to pay such tax obligations.

13. Definitions. In addition to terms defined elsewhere in this Agreement and capitalized terms not defined herein but defined in the Stock Incentive Plan or the LTIP which shall control hereunder, the following terms shall have the following meanings:

(a) "Beneficial Owner" or "Beneficially Owned" shall have the meaning set forth in Rule 13d−3 under the Securities Exchange Act of 1934, as amended (the "Exchange Act").

(b) "Change in Control" of the Company shall be deemed to have occurred if, as the result of a single transaction or a series of transactions, the event set forth in any one of the following paragraphs shall have occurred:

i. any Person (other than a Permitted Person or Glencore Xtrata plc or any of its subsidiaries, affiliates, successors or assigns (collectively, "Glencore")) becomes the Beneficial Owner, directly or indirectly, of securities of the Company representing fifty percent (50%) or more of the combined voting power of the Company's then outstanding voting securities;

ii. Glencore becomes the Beneficial Owner, directly or indirectly, of all of the issued and outstanding voting securities of the Company;

iii. Incumbent Directors at the beginning of any twelve− (12) month period cease at any time and for any reason to constitute a majority of the number of directors then serving on the Board of Directors of the Company. "Incumbent Directors" shall mean directors who either (A) are directors of the Company as of the Effective Date; (B) are appointed by or on behalf of Glencore; or (C) are elected, or nominated for election, to the Board of Directors of the Company with the affirmative votes of at least a majority vote of the Incumbent Directors at the time of such election or nomination (but shall not include an individual whose election or nomination is in connection with an actual or threatened election contest by any Person, including but not limited to a consent solicitation, relating to the election of directors to the Board of Directors of the Company);

iv. the approval by the stockholders of the Company of a complete liquidation or dissolution of the Company; or

v. the consummation of (A) a reorganization, merger or consolidation, or sale or disposition by the Company of all or substantially all of the assets of the Company and its subsidiaries to any Person or (B) the acquisition of assets or stock of another Person in exchange for voting securities of the Company (each

of (A) and (B) a "Business Combination"), in each case, other than a Business Combination (x) with a Permitted Person or (y) pursuant to which, at least fifty percent (50%) of the combined voting power of the voting securities of the entity resulting from such Business Combination are owned by stockholders of the Company in substantially the same proportions as their ownership of the Company immediately prior to such sale; provided that, any Business Combination with Glencore shall not constitute a Change in Control, unless, as a result of such Business Combination, Glencore (X) owns, directly or indirectly, all or substantially all of the assets of the Company and its subsidiaries or (Y) Beneficially Owns, directly or indirectly, of all of the issued and outstanding voting securities of the Company.

(c) "Change in Control Protection Period" shall mean (i) the twenty−four− (24) month period beginning on the date of any Change in Control occurring and (ii) the six− (6) month period prior to the date of any Change in Control, if the Participant is terminated during such six−month period and such termination (x) was at the request of a third party who had taken steps reasonably calculated or intended to effect a Change in Control or (y) otherwise arose in connection with or in anticipation of the Change in Control.

(d) "Disability" means a condition of Participant which, by reason of any medically determinable physical or mental impairment that can be expected to result in death or to last for a continuous period of at least 12 months: (a) makes Participant unable to engage in any substantial gainful activity; or (b) as a result of which Participant is receiving income replacement benefits for a period of not less than 3 months under an accident and health plan covering employees of the Company. If at any time a physician appointed by the Company or its agent or insurer, or the Social Security Administration, makes a determination with respect to Participant's Disability, that determination shall be final, conclusive, and binding upon the Company, the Participant, and their successors in interest.

(e) "Code" shall mean the Internal Revenue Code of 1986, as amended.

(f) "Good Reason" shall mean the occurrence of any one of the following without the Participant's prior written consent:

i. a reduction in the Participant's base salary, target annual cash incentive bonus or long−term incentive compensation opportunity (as determined by the Compensation Committee in good faith), except as part of a reduction of less than ten percent (10%) that is applicable to all of the Company's senior executives; or

ii. a relocation of the offices at which the Participant is principally employed for a period of at least three months, which relocation increases the distance between the Participant's residence and such offices by more than fifty (50) miles, excluding required and appropriate travel on the Company's business

to an extent substantially consistent with the Participant's business travel obligations prior to the Change in Control or substantially consistent with the customary travel obligations of a similarly situated officer of a similar sized company.

provided, however, that in either such case: (1) the Participant notifies the Company of the occurrence of Good Reason within sixty (60) days after the Participant becomes aware (or should have become aware) of the applicable facts and circumstances giving rise to the occurrence; (2) the Company shall have the right, within thirty (30) days after receipt of such written notice (which shall set forth in reasonable detail the specific conduct of Company that constitutes Good Reason and the specific provision(s) of this Plan on which the Participant relies), to cure the event or circumstances giving rise to such Good Reason and, in the event of the Company so cures, such event or circumstances shall not constitute Good Reason hereunder; and (3) if the Company fails to cure the event or circumstance giving rise to such Good Reason, the Participant resigns within thirty (30) days after the expiration of the thirty−day cure period. In any event, for a termination to be considered for Good Reason hereunder, the termination must occur no later than two years after the initial existence of the condition alleged to give rise to Good Reason. A Good Reason termination shall be treated as an involuntary separation from service for purposes of Code Section 409A.

(g) "Person" shall have the meaning given in Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 14(d) thereof, except that such term shall not include (i) the Company or any of its subsidiaries, (ii) a trustee or other fiduciary holding securities under an employee benefit plan sponsored or maintained by the Company or any of its subsidiaries, (iii) an underwriter temporarily holding securities pursuant to an offering of such securities or (iv) a corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company (the entities identified in clauses (i)−(iv), the "Permitted Persons" and each a "Permitted Person").

(h) "Retirement" shall mean termination of employment on or after the attainment of "normal retirement age" as defined under the Company's Employees Retirement Plan as in effect on the Award Date.

(i) "Subsidiary" shall mean any corporation or other entity, or any partnership or other enterprise, the voting stock or other form of equity of which, as the case may be, is owned or controlled 50% or more, directly or indirectly, by the Company.

(j) "Termination Other than for Cause" shall mean termination of Participant's employment by the Company or a Subsidiary other than for Cause and expressly excludes voluntary termination by Participant. "Cause" shall mean:

i. the Participant's malfeasance or nonfeasance in the performance of the material duties or responsibilities of his or her position with the Company or any of its subsidiaries, or failure to timely carry out any material lawful and reasonable

directive of the Company, in each case if not remedied within fifteen (15) days after receipt of written notice from the Company describing such malfeasance, non−feasance or failure;

ii. the Participant's embezzlement or misappropriation of any material funds or property of the Company or any of its subsidiaries or of any material corporate opportunity of the Company or any of its subsidiaries;

iii. the conduct by the Participant which is a material violation of any agreement between the Participant and the Company or any of its subsidiaries or affiliates in each case, that is not remedied within fifteen (15) days after receipt of written notice from the Company describing such conduct;

iv. any material violation of any generally applicable written policy of the Company previously provided to the Participant, the terms of which provide that violation may be grounds for termination of employment in each case, that is not remedied within fifteen (15) days after receipt of written notice from the Company describing such conduct;

v. the commission by the Participant of an act of fraud or willful misconduct or Participant's gross negligence, in each case that has caused or is reasonably expected to result in material injury to the Company or any of its subsidiaries; or

vi. the Participant's commission of any felony or of any misdemeanor involving moral turpitude.

Any termination for Cause of a Participant shall be effective upon receipt by the Participant of a notice in accordance stating in reasonable detail the facts and circumstances alleged to provide a basis for termination for Cause, provided, that, if provided for in a separate contract, communication or letter to a specific Participant, shall be effective only as and if the process in such separate contract, communication or letter is followed.

14. Entire Agreement; Interpretation; Amendment. The LTIP, the Stock Incentive Plan and this Agreement together constitute the entire agreement between the Company and Participant pertaining to the subject matter hereof, supersede all prior or contemporaneous written or verbal agreements and understandings between the parties in connection therewith, and shall not be modified or amended except by written instrument duly signed by the parties. In the event of any conflict between this Agreement, the Stock Incentive Plan and the LTIP, the following order of precedence shall apply: first the LTIP, then the Stock Incentive Plan (unless payment hereunder is to be made in stock, in which event the reverse order shall apply) and then this Agreement. No waiver by either party of any default under this Agreement shall be deemed a waiver of any later default. The various provisions of this Agreement are severable in their entirety. Any determination of invalidity or unenforceability of any one provision shall have no effect on the continuing force and effect of the remaining provision. The Committee shall have the sole and complete authority and discretion to decide any questions

concerning the application, interpretation or scope of any of the terms and conditions of this Agreement, and its decisions shall be binding and conclusive upon all interested parties. This Agreement shall be binding upon and inure to the benefit of the successors, assigns and heirs of the respective parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Time−vesting Performance Share Unit Award Agreement as of the date first above written. The Participant also hereby acknowledges receipt of a copy of the Stock Incentive Plan and the LTIP.

Century Aluminum Company

By _____

Name, Tile

_____

Participant Signature

_____

Participant Printed Name