

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

**SCHEDULE 13D/A**

Under the Securities Exchange Act of 1934  
(Amendment No. 4)\*

**CENTURY ALUMINUM COMPANY**

(Name of Issuer)

COMMON STOCK, \$0.01 Par Value

(Title of Class of Securities)

156431 10 8

(CUSIP Number)

Company Secretary

Glencore Holding AG

Baarermtstrasse 3

CH-6341 Baar, Switzerland

Phone: 41-41-709-2000

(Name, Address and Telephone Number of Person Authorized to  
Receive Notices and Communications)

July 16, 2008

(Date of Event Which Requires Filing of this Statement)

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

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

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

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

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CUSIP No. 156431 10 8

**1** NAMES OF REPORTING PERSONS  
Glencore Investment Pty Ltd

**2** CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)  
(a)   
(b)

**3** SEC USE ONLY

**4** SOURCE OF FUNDS (SEE INSTRUCTIONS)  
OO

**5** CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)

**6** CITIZENSHIP OR PLACE OF ORGANIZATION  
Western Australia

NUMBER OF	<b>7</b>	SOLE VOTING POWER None
SHARES BENEFICIALLY OWNED BY	<b>8</b>	SHARED VOTING POWER 14,818,840 shares (1)
EACH REPORTING PERSON	<b>9</b>	SOLE DISPOSITIVE POWER None
WITH	<b>10</b>	SHARED DISPOSITIVE POWER 14,818,840 shares (1)

**11** AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  
14,818,840 shares (1)

**12** CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  
n/a

**13** PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  
30.2%

**14** TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  
CO

(1) Excludes 15,580,014 shares of Common Stock issuable upon conversion of Series A Preferred Stock owned by Glencore Investment Pty Ltd ("Glencore Investment"), which are convertible only (i) upon the occurrence of events that have not transpired and that are outside of the control of Glencore Investment, or (ii) in circumstances that would not result in an increase in the percentage of shares of Common Stock beneficially owned by Glencore

Investment. Includes 22,500 shares subject to options and 1,047 shares of restricted Common Stock held directly by Mr. Willy R. Strothotte, who holds such shares as nominee for the Reporting Persons.

CUSIP No. 156431 10 8

**1** NAMES OF REPORTING PERSONS  
Glencore Investments AG

**2** CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)  
(a)   
(b)

**3** SEC USE ONLY

**4** SOURCE OF FUNDS (SEE INSTRUCTIONS)  
OO

**5** CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)

**6** CITIZENSHIP OR PLACE OF ORGANIZATION  
Switzerland

	<b>7</b>	SOLE VOTING POWER
NUMBER OF		None
SHARES	<b>8</b>	SHARED VOTING POWER
BENEFICIALLY		14,818,840 shares (1)
OWNED BY		
EACH	<b>9</b>	SOLE DISPOSITIVE POWER
REPORTING		None
PERSON		
WITH	<b>10</b>	SHARED DISPOSITIVE POWER
		14,818,840 shares (1)

**11** AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  
14,818,840 shares (1)

**12** CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  
n/a

**13** PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  
30.2%

**14** TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  
CO, HC

(1) Excludes 15,580,014 shares of Common Stock issuable upon conversion of Series A Preferred Stock owned by Glencore Investment, which are convertible only (i) upon the occurrence of events that have not transpired and that are outside of the control of Glencore Investment, or (ii) in circumstances that would not result in an increase in the percentage of shares of Common Stock beneficially owned by Glencore Investment. Includes

22,500 shares subject to options and 1,047 shares of restricted Common Stock held directly by Mr. Willy R. Strothotte, who holds such shares as nominee for the Reporting Persons.

CUSIP No. 156431 10 8

**1** NAMES OF REPORTING PERSONS  
Glencore International AG

**2** CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)  
(a)   
(b)

**3** SEC USE ONLY

**4** SOURCE OF FUNDS (SEE INSTRUCTIONS)  
OO

**5** CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)

**6** CITIZENSHIP OR PLACE OF ORGANIZATION  
Switzerland

**7** SOLE VOTING POWER  
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH

None

**8** SHARED VOTING POWER  
14,818,840 shares (1)

**9** SOLE DISPOSITIVE POWER  
None

**10** SHARED DISPOSITIVE POWER  
14,818,840 shares (1)

**11** AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  
14,818,840 shares (1)

**12** CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  
n/a

**13** PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  
30.2%

**14** TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  
CO, HC

(1) Excludes 15,580,014 shares of Common Stock issuable upon conversion of Series A Preferred Stock owned by Glencore Investment, which are convertible only (i) upon the occurrence of events that have not transpired and that are outside of the control of Glencore Investment, or (ii) in circumstances that would not result in an increase in the percentage of shares of Common Stock beneficially owned by Glencore Investment. Includes

22,500 shares subject to options and 1,047 shares of restricted Common Stock held directly by Mr. Willy R. Strothotte, who holds such shares as nominee for the Reporting Persons.

CUSIP No. 156431 10 8

**1** NAMES OF REPORTING PERSONS  
Glencore Holding AG

**2** CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)  
(a)   
(b)

**3** SEC USE ONLY

**4** SOURCE OF FUNDS (SEE INSTRUCTIONS)  
OO

**5** CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)

**6** CITIZENSHIP OR PLACE OF ORGANIZATION  
Switzerland

**7** SOLE VOTING POWER  
NUMBER OF  
SHARES  
BENEFICIALLY  
OWNED BY **8** SHARED VOTING POWER  
14,818,840 shares (1)

EACH  
REPORTING  
PERSON **9** SOLE DISPOSITIVE POWER

WITH **10** SHARED DISPOSITIVE POWER  
14,818,840 shares (1)

**11** AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  
14,818,840 shares (1)

**12** CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  
n/a

**13** PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  
30.2%

**14** TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  
CO, HC

(1) Excludes 15,580,014 shares of Common Stock issuable upon conversion of Series A Preferred Stock owned by Glencore Investment, which are convertible only (i) upon the occurrence of events that have not transpired and that are outside of the control of Glencore Investment, or (ii) in circumstances that would not result in an increase in the percentage of shares of Common Stock beneficially owned by Glencore Investment. Includes



22,500 shares subject to options and 1,047 shares of restricted Common Stock held directly by Mr. Willy R. Strothotte, who holds such shares as nominee for the Reporting Persons.

**Explanatory Note:**

This is the fourth amendment ("Amendment No. 4") to the statement on Schedule 13D originally filed by Glencore AG, Glencore International AG ("Glencore International") and Glencore Holding AG ("Glencore Holding") with the Securities and Exchange Commission on April 12, 2001, and amended on May 25, 2004, November 27, 2007 and July 8, 2008, relating to the common stock, par value \$0.01 per share ("Common Stock") of Century Aluminum Company (the "Company"). The information set forth in this Amendment No. 4 reflects, among other things: (i) the transfer of 11,706,307 shares of Common Stock previously reported as held directly by Glencore AG to Glencore Investment Pty Ltd ("Glencore Investment"), a direct wholly-owned subsidiary of Glencore Investments AG, which is a direct wholly-owned subsidiary of Glencore International, and (ii) the acquisition by Glencore Investment of additional shares of Common Stock.

Glencore Investment, Glencore Investments AG, Glencore International and Glencore Holding are referred to collectively herein as the "Reporting Persons." Unless otherwise indicated herein, each capitalized term used but not defined herein shall have the meaning assigned to such term in the original Schedule 13D, as amended through the date hereof (the "Schedule 13D").

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

Item 3 of the Schedule 13D is hereby amended by adding the following to the end thereof:

The aggregate consideration paid by Glencore Investment for the shares of Common Stock acquired in the Public Offering and pursuant to open market purchases, each as described in Item 4 below, was \$115,318,125 and \$47,192,519 in cash, respectively, which was obtained from its internal working capital.

**Item 4. Purpose of the Transaction**

Item 4 of the Schedule 13D is hereby amended by adding the following to the end thereof:

Glencore Investment purchased an additional 1,852,500 shares of Common Stock in a registered public offering of the Company's Common Stock that closed on July 16, 2008 (the "Public Offering"). Glencore Investment acquired the shares at the public offering price of \$62.25 per share.

Effective July 16, 2008, in accordance with the Certificate of Designation for the Company's Series A convertible preferred stock, par value \$0.01 per share (the "Preferred Stock"), 4,199.86 shares of Preferred Stock owned by the Reporting Persons were automatically converted into 419,986 shares of Common Stock, in order to restore the Reporting Persons' percentage ownership of the Company's Common Stock to 28.5% following the completion of the Public Offering (after taking into account Glencore Investment's acquisition of shares in the Public Offering).

Glencore Investment also acquired an additional 816,500 shares of Common Stock in open market purchases on July 17 and 18, 2008. The shares were purchased in two transactions at purchase prices of \$54.9369 per share and \$57.8415 per share resulting in a weighted average purchase price of \$57.7985 per share.

The Reporting Persons acquired shares of Common Stock in the Public Offering and

pursuant to the open-market transactions described above in order to maintain an economic interest in the Company at a level equal to forty-seven percent (47%) of all economic interests in the Company (based on the number of shares of Common Stock and Preferred Stock issued and outstanding after completion of the Public Offering, including the exercise of the underwriters' over-allotment option). Pursuant to the July 7, 2008 Standstill and Governance Agreement entered into by Glencore AG and the Company, if the Reporting Persons acquire shares of Common Stock that cause the Reporting Persons to beneficially own Common Stock equal to more than (i) 28.5% of the Company's issued and outstanding Common Stock prior to April 8, 2009 or (ii) 49% of the Company's issued and outstanding Common Stock prior to January 8, 2010, then to the extent their beneficial ownership of Common Shares then entitled to vote exceeds such percentage, they may not vote a number of shares equivalent to such excess unless authorized by the Company's Board of Directors, and then, only at the Board's direction. The acquisitions described above have resulted in the Reporting Persons beneficially owning 30.16% of the issued and outstanding Common Stock (excluding 23,547 shares of Common Stock held directly by Willy R. Strothotte, which are subject to unexercised options or to vesting and therefore not entitled to vote). As a result, prior to April 8, 2009, up to 816,500 shares of Common Stock beneficially owned by the Reporting Persons may not be voted to the extent they cause the Reporting Persons' beneficial ownership of Common Stock to exceed 28.5% of the Company's issued and outstanding Common Stock.

Effective July 8, 2008, the Reporting Persons effected certain intercompany transactions pursuant to which the 11,706,307 shares of Common Stock previously reported as beneficially owned by the Reporting Persons on this statement, which were previously held directly by Glencore AG, were transferred to Glencore Investment.

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

Item 5 of the Schedule 13D is hereby amended and restated to read in its entirety as follows:

(a) The Reporting Persons beneficially own 14,818,840 shares of Common Stock, or 30.2% of the Company's outstanding Common Stock. The shares reported as beneficially owned by the Reporting Persons: (i) do not include the 15,580,014 shares of Common Stock issuable upon conversion of the 155,800.14 shares of Preferred Stock owned by the Reporting Persons, which are convertible only (a) upon the occurrence of events that have not transpired and that are outside of the control of the Reporting Persons, or (b) in circumstances that would not result in an increase in the percentage of shares of Common Stock beneficially owned by the Reporting Persons, and (ii) include 22,500 shares subject to options and 1,047 shares of restricted Common Stock held directly by Mr. Willy R. Strothotte, who holds such shares as nominee for the Reporting Persons. The aggregate number and percentage of shares of Common Stock beneficially owned by each person (other than the Reporting Persons) named in Item 2 is set forth opposite his name on Schedule I hereto. The beneficial ownership percentages reported herein are based upon (i) the 48,628,410 shares of Common Stock reported as outstanding as of July 16, 2008 (after giving effect to the Public Offering and the exercise of the underwriters' over-allotment option), in the Company's prospectus supplement, dated July 10, 2008, to the Registration Statement on Form S-3 filed with the Securities and Exchange Commission on May 29, 2007, plus (ii) the 419,986 shares of Common Stock issued to the Reporting Persons upon conversion of 4,199.86 shares of Preferred Stock, as described in Item 4 above, plus (iii) 22,500 shares which are subject to options presently exercisable or exercisable within 60 days and 1,047 shares which are subject to vesting in one year or upon earlier termination of Mr. Willy R. Strothotte's service as a Company director due to death or disability all of which are held directly by Mr. Strothotte as nominee for the reporting persons.

(b) The Reporting Persons share the power to vote or to direct the vote and dispose or to direct the disposition of 14,818,840 shares of Common Stock. To the best knowledge of the Reporting Persons, each person (other than the Reporting Persons) named in Item 2 has the sole power to vote or to direct the vote and dispose or to direct the disposition of the number of shares of Common Stock set forth opposite his name on Schedule I hereto.

(c) During the past 60 days, the persons identified in Item 2 effected the following transactions in Company Common Stock:

<u>Transaction Party</u>	<u>Nature of Transaction</u>	<u>Date of Transaction</u>	<u>Number of Shares</u>	<u>Price per Share</u>
Willy R. Strothotte	Sale (1)	6/9/2008	1,500	\$ 16.72
Willy R. Strothotte	Stock Grant (2)	6/25/2008	1,047	\$ 0.00

(1) Represents the sale to and purchase by the Reporting Persons of Common Stock issued to Mr. Willy R. Strothotte upon the exercise of non-employee director stock options awarded to Mr. Strothotte in connection with his service as a director of the Company. Mr. Strothotte holds such shares as nominee for the Reporting Persons and disclaims beneficial ownership of such shares, except to the extent of his pecuniary interest therein.

(2) Represents shares of restricted stock issued to Mr. Willy R. Strothotte in connection with his service as a director of the Company.

To the best knowledge of the Reporting Persons, except for the foregoing and the transactions described in Item 4 above, there have been no transactions in Common Stock by the Reporting Persons or any other person named in Item 2 during the past sixty days.

(d) None.

(e) Not applicable.

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

Item 6 is hereby amended by adding the following to the end thereof:

In connection with the Public Offering, each of Glencore Investment, Glencore AG and Mr. Willy R. Strothotte entered into a Lock-Up Agreement (the "Lock-Up Agreements") pursuant to which they agreed that without the prior written consent of Credit Suisse Securities (USA) LLC and Morgan Stanley & Co. Incorporated, as representatives on behalf of the underwriters of the Public Offering, they will not, during the period ending 90 days after July 10, 2008: (i) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Common Stock. The restrictions in the Lock-Up Agreements will not apply to certain transfers, including as part of a third party acquisition of the Company.

The foregoing description of the Lock-Up Agreements is subject to, and qualified in its entirety by reference to the full text thereof, the forms of which is attached hereto as Exhibits 2 and 3, and are hereby incorporated herein by reference.

**Item 7. Material to Be Filed as Exhibits**

The following exhibits are filed herewith:

- Exhibit 1. Joint Filing Agreement
- Exhibit 2. Form of Glencore Investment Pty Ltd and Glencore AG Lock-Up Agreement
- Exhibit 3. Form of Willy R. Strothotte Lock-Up Agreement
- Exhibit 24.1 Power of Attorney

*Signature*

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: July 18, 2008

**Glencore Investment Pty Ltd**

By: /s/ Valarie A. Hing  
Name: Valarie A. Hing  
Title: Attorney-in-Fact

**Glencore Investments AG**

By: /s/ Valarie A. Hing  
Name: Valarie A. Hing  
Title: Attorney-in-Fact

**Glencore International AG**

By: /s/ Valarie A. Hing  
Name: Valarie A. Hing  
Title: Attorney-in-Fact

**Glencore Holding AG**

By: /s/ Valarie A. Hing  
Name: Valarie A. Hing  
Title: Attorney-in-Fact

### SCHEDULE I

Set forth below are the names, business addresses and present principal occupations of the directors and executive officers of Glencore Investment Pty Ltd, Glencore Investments AG, Glencore International AG and Glencore Holding AG. The executive officers of each of Glencore Investment Pty Ltd, Glencore Investments AG, Glencore Holding AG and Glencore International AG are the same persons listed as directors of such company. Unless otherwise indicated, the present principal occupation of each person is with Glencore International AG. If no business address is given, the address is Baarermattstrasse 3, CH-6341, Baar, Switzerland. Unless otherwise indicated, all of the persons listed below are citizens of Switzerland. To the best knowledge of the Reporting Persons, except as set forth below, none of the persons listed below beneficially owns any shares of Common Stock of the Company.

#### Directors of Glencore Investment Pty Ltd

<u>Name</u>	<u>Principal Occupation</u>	<u>Business address</u>	<u>Share Ownership</u>
Steven N. Isaacs	Chairman and Managing Director of Glencore Finance AG		
Richard James Marshall	In-house Counsel of Glencore International AG		
Eric Diedrichsen	Employee of Glencore International AG — Accounting		
Marc Ocksay	Employee of Glencore International AG — Finance		
Ross Lind	Employee of Glencore Investment Pty Ltd	Level 4, 30 The Esplanade, Perth, 6000, Australia	
Ron Hing	Employee of Glencore Australia Pty Ltd	Level 4, 30 The Esplanade, Perth, 6000, Australia	

#### Directors of Glencore Investments AG

<u>Name</u>	<u>Principal Occupation</u>	<u>Business address</u>	<u>Share Ownership</u>
Willy R. Strothotte (Citizen of Germany)	Chairman		23,547 shares of Common Stock (which includes 22,500 shares which are subject to options presently exercisable or exercisable within 60 days and 1,047 shares which are subject to vesting in one year or upon earlier termination of service as a Company director due to death or disability) (1)
Steven F. Kalmin (Citizen of Australia)	Officer of Glencore International AG — Accounting		
Andreas P. Hubmann	Officer of Glencore International AG — Accounting		

**Directors of Glencore International AG:**

<u>Name</u>	<u>Principal Occupation</u>	<u>Business address</u>	<u>Share Ownership</u>
Willy R. Strothotte (Citizen of Germany)	Chairman		23,547 shares of Common Stock (which includes 22,500 shares which are subject to options presently exercisable or exercisable within 60 days and 1,047 shares which are subject to vesting in one year or upon earlier termination of service as a Company director due to death or disability). (1)
Ivan Glasenberg (Citizen of Australia)	Chief Executive Officer		
Zbynek E. Zak	Non-Executive Director, former CFO of Glencore International AG (retired)	Buetzenweg 16 CH-6300 Zug Switzerland	
Peter A. Pestalozzi	Attorney, Pestalozzi Lachenal Patry Zurich Ltd.	Loewenstrasse 1 CH-8001 Zurich Switzerland	
Craig A. Davis (Citizen of the US)	Non-Executive Director, former Chairman and CEO of Century Aluminum Company (retired)		457 shares of Common Stock.

**Directors of Glencore Holding AG:**

<u>Name</u>	<u>Principal Occupation</u>	<u>Business Address</u>	<u>Share Ownership</u>
Willy R. Strothotte (Citizen of Germany)	Chairman		23,547 shares of Common Stock (which includes 22,500 shares which are subject to options presently exercisable or exercisable within 60 days and 1,047 shares which are subject to vesting in one year or upon earlier termination of service as a Company director due to death or disability). (1)
Ivan Glasenberg (Citizen of Australia)	Chief Executive Officer		
Zbynek E. Zak	Non-Executive Director, former CFO of Glencore International AG (retired)	Buetzenweg 16 CH-6300 Zug Switzerland	
Peter A. Pestalozzi	Attorney, Pestalozzi Lachenal Patry Zurich Ltd.	Loewenstrasse 1 CH-8001 Zurich Switzerland	
Craig A. Davis (Citizen of the US)	Non-Executive Director, former Chairman and CEO of Century Aluminum Company (retired)		457 shares of Common Stock.
Andreas P. Hubmann	Officer of Glencore International AG — Accounting		

(1)

Represents shares underlying options and restricted stock that were issued to Mr. Willy R. Strothotte in connection with his service as a director of the Company. Mr. Strothotte holds such options and shares of restricted stock as nominee for the Reporting Persons and disclaims beneficial ownership thereof, except to the extent of his pecuniary interest therein.



**Exhibit Index:**

- Exhibit 1. Joint Filing Agreement
- Exhibit 2. Form of Glencore Investment Pty Ltd and Glencore AG Lock-Up Agreement
- Exhibit 3. Form of Willy R. Strothotte Lock-Up Agreement
- Exhibit 24.1 Power of Attorney

**JOINT FILING AGREEMENT**

Each of the undersigned hereby agrees to the joint filing on behalf of each of them pursuant to Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended, of this Amendment No. 4 to the statement on Schedule 13D with respect to the common stock, par value \$0.01 per share, of Century Aluminum Company. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned hereby execute this Agreement, this 18th day of July, 2008.

**Glencore Investment Pty Ltd**

By: /s/ Valarie A. Hing  
Name: Valarie A. Hing  
Title: Attorney-in-Fact

**Glencore Investments AG**

By: /s/ Valarie A. Hing  
Name: Valarie A. Hing  
Title: Attorney-in-Fact

**Glencore International AG**

By: /s/ Valarie A. Hing  
Name: Valarie A. Hing  
Title: Attorney-in-Fact

**Glencore Holding AG**

By: /s/ Valarie A. Hing  
Name: Valarie A. Hing  
Title: Attorney-in-Fact

FORM OF GLENCORE INVESTMENT PTY LTD AND GLENCORE AG LOCK-UP AGREEMENT  
LOCK-UP LETTER

July 11, 2008

Credit Suisse Securities (USA) LLC  
Eleven Madison Avenue  
New York, New York 10010  
Morgan Stanley & Co. Incorporated  
1585 Broadway  
New York, New York 10036

As representatives of the several Underwriters referred to below

Dear Sirs and Mesdames:

The undersigned understands that Credit Suisse Securities (USA) LLC ("**Credit Suisse**") and Morgan Stanley & Co. Incorporated ("**Morgan Stanley**") propose to enter into an Underwriting Agreement (the "**Underwriting Agreement**") with Century Aluminum Company, a Delaware corporation (the "**Company**") providing for the public offering (the "**Public Offering**") by the several underwriters, including Credit Suisse and Morgan Stanley and the other underwriters for which they act as representatives (the "**Underwriters**"), of shares (the "**Shares**") of the Common Stock, \$.01 par value of the Company (the "**Common Stock**").

To induce the Underwriters that may participate in the Public Offering to continue their efforts in connection with the Public Offering, the undersigned hereby agrees that, without the prior written consent of Credit Suisse and Morgan Stanley on behalf of the Underwriters, it will not, during the period commencing on the date hereof and ending 90 days after the date of the final prospectus relating to the Public Offering (the "Prospectus"), (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock, or (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Common Stock, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Common Stock or such other securities, in cash or otherwise. The foregoing sentence shall not apply to (a) the sale of any Shares to the Underwriters pursuant to the Underwriting Agreement, (b) transactions relating to shares of Common Stock or other securities acquired in open market transactions after the completion of the Public Offering, (c) the cashless exercise of an option outstanding as of the date hereof that will expire during the restricted period referred to in the foregoing sentence; *provided* that (i) such transaction does not involve the sale or transfer of any shares of Common Stock other than to the Company and (ii) the shares received upon such exercise shall be subject to the terms of the Lock-Up Agreement, (d) sales or other dispositions of shares of Common Stock to the Company to discharge tax withholding obligations resulting from the vesting of performance shares during the term of the Lock-Up Agreement; *provided* that (i) the undersigned is listed on Schedule I hereto and (ii) the aggregate

number of shares withheld by the Company for all persons listed on Schedule I hereto shall not exceed 100,000 shares of Common Stock, (e) transfers of Common Stock or securities convertible into Common Stock as part of the acquisition of the Company by a third party by way of merger, consolidation, stock exchange or tender offer (which may include acquisition of less than 100% of the voting stock of the Company), (f) transfers of shares of Common Stock as bona fide gifts, (g) transfers among any of the undersigned and/or its Majority Holders and/or its or their direct and/or indirect Subsidiaries, and (h) transfers of shares of Common Stock to a trust where the beneficiaries of the trust are drawn solely from a group consisting of the undersigned and immediate family members of the undersigned; *provided that* in the case of any transfer pursuant to clause (f), (g) or (h), (i) each transferee or trustee agrees to enter into a lock-up letter substantially in the form of this Lock-Up Agreement and (ii) the undersigned shall not be required to, and shall not voluntarily, file a report on Form 4 under Section 16(a) of the Securities Exchange Act of 1934 reporting a reduction in beneficial ownership of shares of Common Stock during the restricted period referred to in the foregoing sentence (except for any Form 4 required to be filed to reflect the transfer on or about July 8, 2008 of Common Stock by Glencore AG to its sister company Glencore Investment Pty Ltd of Common Stock). "Immediate family member" of a person means the spouse, lineal descendants, father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law and sister-in-law of such person. In addition, the undersigned agrees that, without the prior written consent of Credit Suisse and Morgan Stanley on behalf of the Underwriters, it will not, during the period commencing on the date hereof and ending 90 days after the date of the Prospectus, make any demand for or exercise any right with respect to, the registration of any shares of Common Stock or any security convertible into or exercisable or exchangeable for Common Stock. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the undersigned's shares of Common Stock except in compliance with the foregoing restrictions. As used in this letter, "Majority Holder" and "Subsidiary" are used as defined in the Certificate of Designation, Preferences and Rights Of Series A Convertible Preferred Stock of Century Aluminum Company filed with the Secretary of State of the State of Delaware on July 7, 2008).

Notwithstanding any provisions set forth in this Lock-Up Agreement to the contrary, this Lock-Up Agreement shall terminate on July 31, 2008 if the Company and the Underwriters shall not have executed the Underwriting Agreement by such date.

The undersigned understands that the Company and the Underwriters are relying upon this Lock-Up Agreement in proceeding toward consummation of the Public Offering. The undersigned further understands that this Lock-Up Agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors and assigns.

Whether or not the Public Offering actually occurs depends on a number of factors, including market conditions. Any Public Offering will only be made pursuant to an Underwriting Agreement, the terms of which are subject to negotiation between the Company and the Underwriters. If for any reason the Underwriting Agreement shall be terminated prior to the Closing Date (as defined in the Underwriting Agreement), the agreement set forth above shall likewise be terminated.

Very truly yours,

(Name)

(Address)

FORM OF WILLY R. STROTHOTTE LOCK-UP AGREEMENT  
LOCK-UP LETTER

July 9, 2008

Credit Suisse Securities (USA) LLC  
Eleven Madison Avenue  
New York, New York 10010  
Morgan Stanley & Co. Incorporated  
1585 Broadway  
New York, New York 10036

As representatives of the several Underwriters referred to below

Dear Sirs and Mesdames:

The undersigned understands that Credit Suisse Securities (USA) LLC ("**Credit Suisse**") and Morgan Stanley & Co. Incorporated ("**Morgan Stanley**") propose to enter into an Underwriting Agreement (the "**Underwriting Agreement**") with Century Aluminum Company, a Delaware corporation (the "**Company**") providing for the public offering (the "**Public Offering**") by the several underwriters, including Credit Suisse and Morgan Stanley and the other underwriters for which they act as representatives (the "**Underwriters**"), of shares (the "**Shares**") of the Common Stock, \$.01 par value of the Company (the "**Common Stock**").

To induce the Underwriters that may participate in the Public Offering to continue their efforts in connection with the Public Offering, the undersigned hereby agrees that, without the prior written consent of Credit Suisse and Morgan Stanley on behalf of the Underwriters, it will not, during the period commencing on the date hereof and ending 90 days after the date of the final prospectus relating to the Public Offering (the "Prospectus"), (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock, or (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Common Stock, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Common Stock or such other securities, in cash or otherwise. The foregoing sentence shall not apply to (a) the sale of any Shares to the Underwriters pursuant to the Underwriting Agreement, (b) transactions relating to shares of Common Stock or other securities acquired in open market transactions after the completion of the Public Offering, (c) the cashless exercise of an option outstanding as of the date hereof that will expire during the restricted period referred to in the foregoing sentence; *provided* that (i) such transaction does not involve the sale or transfer of any shares of Common Stock other than to the Company and (ii) the shares received upon such exercise shall be subject to the terms of the Lock-Up Agreement, (d) sales or

other dispositions of shares of Common Stock to the Company to discharge tax withholding obligations resulting from the vesting of performance shares during the term of the Lock-Up Agreement; *provided* that (i) the undersigned is listed on Schedule I hereto and (ii) the aggregate number of shares withheld by the Company for all persons listed on Schedule I hereto shall not exceed 100,000 shares of Common Stock, (e) transfers of Common Stock or securities convertible into Common Stock pursuant to the bona fide acquisition of the Company by a third party by way of merger, consolidation, stock exchange or tender offer, (f) transfers of shares of Common Stock as bona fide gifts, and (g) transfers of shares of Common Stock to a trust where the beneficiaries of the trust are drawn solely from a group consisting of the undersigned and immediate family members of the undersigned; *provided that* in the case of any transfer pursuant to clause (f) or (g), (i) each transferee or trustee agrees to enter into a lock-up letter substantially in the form of this Lock-Up Agreement and (ii) the undersigned shall not be required to, and shall not voluntarily, file a report on Form 4 under Section 16(a) of the Securities Exchange Act of 1934 reporting a reduction in beneficial ownership of shares of Common Stock during the restricted period referred to in the foregoing sentence. "Immediate family member" of a person means the spouse, lineal descendants, father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law and sister-in-law of such person. In addition, the undersigned agrees that, without the prior written consent of Credit Suisse and Morgan Stanley on behalf of the Underwriters, it will not, during the period commencing on the date hereof and ending 90 days after the date of the Prospectus, make any demand for or exercise any right with respect to, the registration of any shares of Common Stock or any security convertible into or exercisable or exchangeable for Common Stock. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the undersigned's shares of Common Stock except in compliance with the foregoing restrictions.

Notwithstanding any provisions set forth in this Lock-Up Agreement to the contrary, this Lock-Up Agreement shall terminate on July 31, 2008 if the Company and the Underwriters shall not have executed the Underwriting Agreement by such date.

The undersigned understands that the Company and the Underwriters are relying upon this Lock-Up Agreement in proceeding toward consummation of the Public Offering. The undersigned further understands that this Lock-Up Agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors and assigns.

Whether or not the Public Offering actually occurs depends on a number of factors, including market conditions. Any Public Offering will only be made pursuant to an Underwriting Agreement, the terms of which are subject to negotiation between the Company and the Underwriters. If for any reason the Underwriting Agreement shall be terminated prior to the Closing Date (as defined in the Underwriting Agreement), the agreement set forth above shall likewise be terminated.

Very truly yours,

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned hereby constitutes and appoints Valarie A. Hing as its lawful attorney-in-fact and agent, with full power of substitution or revocation, for the undersigned and in the undersigned's name, place and stead, to:

(1) execute and file with the United States Securities and Exchange Commission and any stock exchange or similar authority, for and on its behalf in any and all capacities, any and all reports required to be filed by the Company pursuant to Section 13(d) or Section 16 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations promulgated thereunder, with respect to securities which are or may be deemed to be beneficially owned by the undersigned, including but not limited to reports on Schedule 13D or Schedule 13G and Forms 3, 4 and 5, and any and all amendments to such reports and forms, with all exhibits and any other document or instrument as may be required in connection with the filing of such report or form; and

(2) take any other action of any type whatsoever in connection with the foregoing which, in the opinion of such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as such attorney-in-fact may approve in such attorney-in-fact's discretion.

The undersigned hereby grants to each such attorney-in-fact full power and authority to do and perform each and every act and thing requisite, necessary, or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that such attorney-in-fact, or such attorney-in-fact's substitute or substitutes, shall lawfully do or cause to be done by virtue of this Power of Attorney and the rights and powers herein granted.

The undersigned acknowledges that the foregoing attorney-in-fact, by serving in such capacity at the request of the undersigned, is not assuming any of the responsibilities of the undersigned to comply with Section 13(d) or Section 16 of the Exchange Act. This Power of Attorney shall remain in full force and effect until revoked by the undersigned in a signed writing delivered to the foregoing attorney-in-fact.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 18th day of July, 2008.

**Glencore Investment Pty Ltd**

By: /s/ Marc Ocksay  
Name: Marc Ocksay  
Title: Director

By: /s/ Steven N. Isaacs  
Name: Steven N. Isaacs  
Title: Director

**Glencore AG**

By: /s/ Steven F. Kalmin  
Name: Steven F. Kalmin  
Title: Director

By: /s/ Lotta Grenacher Hagmann  
Name: Lotta Grenacher Hagmann  
Title: Officer

**Glencore Holding AG**

By: /s/ Ivan Glaserberg  
Name: Ivan Glaserberg  
Title: Director

By: /s/ Willy R. Strothotte  
Name: Willy R. Strothotte  
Title: Chairman

**Glencore Investments AG**

By: /s/ Steven F. Kalmin  
Name: Steven F. Kalmin  
Title: Director

By: /s/ Andreas P. Hubmann  
Name: Andreas P. Hubmann  
Title: Director

**Glencore International AG**

By: /s/ Steven F. Kalmin  
Name: Steven F. Kalmin  
Title: Director

By: /s/ Lotta Grenacher Hagmann  
Name: Lotta Grenacher Hagmann  
Title: Officer